

CAA ATLANTIC HACKATHON RULES AND PARTICIPANT AGREEMENT

These rules constitute a binding agreement between each Participant and CAA Atlantic Limited (“**CAA Atlantic**”). Please read them carefully. By agreeing to participate in this CAA Atlantic Hackathon hosted by CAA Atlantic, Participants confirm they have read and understood these rules agree to be bound and abide by them.

1. OBJECT

- a) CAA Atlantic is a not-for-profit membership based organization that sells roadside assistance, travel packages and insurance. CAA works on behalf of its members to encourage safer means of travel, offers top-ranking service levels, outstanding travel agency benefits, exceptional insurance products, and an invaluable rewards program. CAA Atlantic has 255,000 Members across the four Atlantic Provinces, with member service centres in eight locations across the region
- b) The purpose of this Hackathon is to provide Participants with data, APIs, mentorship and coaching, so that they may design, build, and demo a real-world solution that will solve a travel-related problem for Atlantic Canadians.

2. DEFINITIONS

- a) Compilation – displays of content on the CAA Atlantic website or other sites hosted by CAA Atlantic, which are created by CAA Atlantic, based on data templates developed by CAA Atlantic.
- b) Entry – the submission created by a Participant for the Hackathon, excluding the Hackathon Content as defined herein.
- c) Hackathon – event to be held on September 26th, 2020 to September 27th, 2020, for the purposes of Section 1.
- d) Hackathon Content – all the content, data, and information made available to Participants including, without limitation: CAA Atlantic’s APIs and/or data sources, and all related Compilations, which may exist in the form of Google Analytics and Environics data.
- e) Participant – individual Participants and teams of Participants.

3. HACKATHON PARTICIPATION AND ENTRY RULES

- a) The Hackathon will begin on September 26th 2020, at 8:30AM (ADT) and will close on September 27th 2019 at approximately 5PM (ADT). The Hackathon will be hosted remotely, and Participants must join online to attend.
- b) Registration will open on August 17th, 2020. Registration will end on September 26th, 2020 or earlier if registration reaches capacity. Registration

will be on a first come first serve basis. To enter, Participants must complete the registration form on the CAA Atlantic Eventbrite site and pay the entry fee per individual Participant.

c) Participants

- i) Each Participant must be over the age of 18.
- ii) Participants may enter individually or as a team of up to 5 individuals. Teams of more than 5 individuals will only be allowed if pre-approved by CAA Atlantic.
- iii) Each Participant on a team acknowledges and agrees that acts of any one Participant on a team may be deemed, in CAA Atlantic's sole and absolute discretion, to be acts of the entire team.
- iv) For greater certainty, individual Participants 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 CAA Atlantic) he/she and his/her team(s) (if applicable) may be disqualified from the Hackathon and corresponding Entries may be subject to disqualification.

d) Entries

- i) All Participants may only submit one Entry to the Hackathon, which must be in English
- ii) Each Entry includes the real-world solution developed by the Participant, including all components of the application software developed by the Participant, code, graphics, the graphical user interface, and elements of user experience.
- iii) All Entries must be presented in a technical platform that will demonstrate how the Entry works, such as on a website or mobile app.
- iv) All Entries must be original creations that are unpublished and not have been submitted in any other hackathon, similar challenge, or contest, promotion, or competition.
- v) Entries must be suitable for presentation in a public forum.
- vi) Entries must comply with all applicable laws and must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, CAA Atlantic, or any third party.

- vii) Entries must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, trademark, trade secret, or right of privacy or publicity.
- viii) Entries must not include any malware, spyware, viruses or similar harmful code or content.
- ix) Entries will not be accepted on a confidential or restricted basis.
- e) All Participants will be required to provide their own computer(s) and any other hardware required to develop and submit their Entry including any necessary chargers. Electrical outlets will be available on a first come first serve basis. Participants are responsible for any and all costs or expenses incurred to participate in the Hackathon. All Participants will be responsible for their own transportation to the Hackathon venue and all other costs/expenses for the duration of the Hackathon.
- f) CAA Atlantic reserves the right, in its sole and absolute discretion, to disqualify any Entry or Participant that it or finds to be:
 - i) violating these rules;
 - ii) refers, depicts, or in any way reflects negatively upon CAA Atlantic, CAA Atlantic's members, or CAA Atlantic's trademarks.
 - iii) tampering or attempting to tamper with the Entry process, the operation of the Hackathon, or the Hackathon website;
 - iv) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or
 - v) attempting to undermine the legitimate operation of the Hackathon by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or CAA Atlantic representatives.
- g) Judging criteria
 - i) CAA Atlantic has the sole and absolute discretion to make decisions related to the administration of this Hackathon and the sole and absolute discretion to judge Entries.
 - ii) The winning Entry will be chosen based on criteria developed by CAA Atlantic, which will be made available to Participants prior to the Hackathon.
 - iii) The Participant who submitted the Entry that is awarded the highest score based on the criteria set out above will be selected as the winner

(a “**Winner**”). CAA Atlantic reserves the right to select more than one Winner.

iv) The odds of a Participant’s Entry being selected as a Winner will depend on the number and quality of Entries received. If a Participant’s Entry is not selected as the Winner, the Participant will have no recourse, regardless of whether the Entry is similar in content or likeness to the Winner’s Entry.

v) There are various prizes to be won, all of which are made available in the sole discretion of CAA Atlantic. Prizes will be awarded to the Winner(s) and may also be awarded to other Participants as chosen by CAA Atlantic in its sole discretion. Details of all prizes are as follows:

(1) Best Submission: Software or Hardware

Prizes: TBD

(2) Best Submission: Business Case

Prizes: TBD

(3) Best Overall Submission

Prizes: TBD

All prizes are subject to change in CAA Atlantic’s sole discretion. CAA Atlantic may elect, in its sole discretion, not to award any prize to any Winner.

vi) CAA Atlantic may feature the Winner(s) in any of its internal and external communication channels.

h) Participating in this Hackathon does not form a relationship between CAA Atlantic and the Participant and CAA Atlantic is under no obligation to contract with the winning Participant or any other Participant.

4. ACCESS AND LICENSE

a) Provided that the Participant strictly complies with each of the terms and conditions of these rules, CAA Atlantic hereby grants to the Participant the right to access the Hackathon Content.

b) Participants will be permitted to reproduce, use, communicate and display the Hackathon Content in one Entry solely for the purpose of this Hackathon.

c) The license granted to the Participant under these rules shall be non-exclusive and non-assignable and shall expire at the close of the Hackathon on

September 27th, 2020. The Participant shall have no right to sub-license or transfer any of its rights or obligations under these rules.

- d) All rights not specifically granted to the Participant under these rules are reserved to CAA Atlantic. Without limiting the generality of the foregoing, the Participant is specifically prohibited from doing any of the following:
 - i) Using the Hackathon Content for any purpose other than participating in the Hackathon including without limitation seeking to sell, license, rent, remarket, or commercialize the Hackathon Content, or any part thereof;
 - ii) Sending the Hackathon Content to any other website or company, or allowing any other website or third party to access the Hackathon Content;
 - iii) Using the Hackathon Content in any manner not expressly permitted by these rules.
- e) Neither the license nor these rules shall be construed as granting or conveying to the Participant any right, title, or interest in or to CAA Atlantic or the Hackathon Content.
- f) Upon the close of the Hackathon on September 27th, 2020 the Participant agrees as follows:
 - i) The Participant shall make no further attempt to download the Hackathon Content and must destroy all copies of the Hackathon Content;
 - ii) The Participant shall cease any further use, reproduction, exhibition, distribution or transmission of the Hackathon Content downloaded prior to close of the Hackathon;
 - iii) The Participant shall immediately remove, and permanently destroy, all copies of the Hackathon Content from their website, app, and from any computer or other electronic device under the Participant's power, possession or control; and
 - iv) The Participant shall delete or disable from any of its software, any functionality permitting downloading of the Hackathon Content.

5. PUBLICITY

- a) By entering the Hackathon each Participant grants CAA Atlantic the irrevocable, sublicensable, free of charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed,

modified, edited, used alone, or used with other material) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each Participant releases CAA Atlantic from any and all liability related to such authorized uses. Participants participating in a Team agree to be identified as part of the Team, with other Team members.

- b) Nothing contained in these rules obligates CAA Atlantic to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.
- c) Participants may post on social media during the Hackathon but such posts must not disclose or discuss the ideas of other Participants' Entries.

6. PRIVACY

- a) Each Participant acknowledges that his or her personal information submitted with an Entry, including without limitation his or her photograph, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by CAA Atlantic for the purposes of the Hackathon and is subject to CAA Atlantic's privacy policy located at <https://www.atlantic.caa.ca/privacy-policy.html>.
- b) Participants acknowledge that the Hackathon Content contains personal information within the meaning of Canada's privacy legislation and is considered confidential information. Participants must treat the Hackathon Content at all times as confidential information.

7. INTELLECTUAL PROPERTY RIGHTS IN ENTRIES AND CAA ATLANTIC'S RIGHT OF FIRST REFUSAL

- a) Participant's Intellectual Property Rights
 - i) With the exclusion of any Hackathon Content incorporated into the Entries, Participants will own their Entries and all copyright, patents, or other intellectual property rights unless or until such rights are assigned, including as provided herein.
 - ii) Notwithstanding section 1 above, if any Participants are employees or contractors of CAA Atlantic then CAA Atlantic will be the owner of any Entry created by that Participant, or by the team the Participant is on, including all copyright, patents, or other intellectual property rights.
 - iii) All Participants give to CAA Atlantic an exclusive right of first refusal, to purchase the Entry and all associated intellectual property rights, or to

an exclusive, worldwide license to use the Entry and all associated intellectual property rights or some combination thereof.

- (1) Participants must not license or sell their intellectual property rights associated with the Entry to any other person or company without giving CAA Atlantic the right of first refusal.
- (2) If CAA Atlantic decides to exercise its rights under this rule, CAA Atlantic and the Participant will negotiate the terms of a mutually acceptable agreement. Each Participant agrees to negotiate in good faith, on commercially reasonable terms, with agreement to terms and conditions not being unreasonably withheld. If CAA Atlantic and the Participant are not able to negotiate the terms of an agreement, the matter shall be referred to arbitration before a sole arbitrator, pursuant to the provisions of the Arbitration Act (New Brunswick). The decision of the sole arbitrator shall be final and binding on both parties.
- (3) Any individual Participant on a team may negotiate and bind other team Participants, and come to an agreement on behalf of the team with CAA Atlantic, which agreement shall be binding on all team members. Any Participant that so negotiates and represents a team agrees to account to other Team members on an equal basis, unless an alternate accounting arrangement is otherwise agreed to in writing among Team members.

b) CAA Atlantic's Intellectual Property Rights

- i) The Participant acknowledges that CAA Atlantic owns or is licensed to use all right, title and interest, including all copyrights and other proprietary rights, such as the software, source code and object code, all patents, patent rights, inventions, discoveries, concepts and ideas, whether patentable or not, and all business methods, trade secrets, confidential information and enhancements developed at any time by CAA Atlantic, in CAA Atlantic, the Hackathon Content, and all software used to operate CAA Atlantic.
- ii) Except as specifically provided by these rules the Participant has no right to produce, reproduce, use, modify, publish, exhibit, download, upload, post or distribute the Hackathon Content or any part thereof.
- iii) The Participant acknowledges that CAA Atlantic is the owner or licensee of certain trademarks (collectively, "CAA Atlantic's trademarks") and that the Participant shall not acquire any rights to any of the CAA Atlantic's trademarks.
- iv) CAA Atlantic grants the Participant a revocable, non-exclusive, non-transferable, royalty free right, without right of sublicense, to display

(but not use) the CAA Atlantic trademarks embedded within the Hackathon Content solely as necessary to participate in the Hackathon. No other uses of CAA Atlantic's trademarks is permitted.

8. INDEPENDENT CREATION

- a) Participants agree that CAA Atlantic's independent development, preparation, production, acquisition, dissemination and/or exploitation of any application, software, utility, feature tool, or graphic, including on CAA Atlantic based on the same or similar idea to an Entry shall not entitle any Participant to assert a claim or right, or to seek any compensation or other remedy.
- b) CAA Atlantic is always coming up with and working on new ideas, and has software, websites, products and projects in various stages of development. Participants acknowledge that CAA Atlantic, or one of its consultants, may already be working on or have developed the same or similar idea as one submitted. A similar idea may be later developed by or for CAA Atlantic, have been or will be suggested by another Participant, or may already be in public use.
- c) CAA Atlantic is under no obligation to keep, acknowledge, or return any related materials Participants provide in relation to this Hackathon.

9. DISCLAIMER, LIMITATION OF LIABILITY & NO INDEMNITY BY CAA ATLANTIC

- a) The License is granted pursuant to these rules is on a strictly "as is" basis in all respects. Access to the Hackathon Content is solely at the risk of the Participant, including without limitation the risk that the Hackathon Content is inaccurate or incomplete, or that the Hackathon Content and the transmission thereof may be corrupted or contain viruses, bugs or other defects.
- b) ANY ATTEMPT BY AN INDIVIDUAL OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS HACKATHON OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS HACKATHON MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, CAA ATLANTIC RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE HACKATHONS.
- c) CAA ATLANTIC MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OWNERSHIP, ACCURACY, COMPLETENESS, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND CAA ATLANTIC DISCLAIMS ANY RESPONSIBILITY REGARDING THE OPERATION OF CAA ATLANTIC AND THE ACCURACY OF ANY AND ALL CONTENT, OR THEIR SUITABILITY FOR THE PURPOSES OF THE PARTICIPANT.

- d) To the extent permitted by law, in no event shall CAA Atlantic and its affiliates (including, without limitation, any related or subsidiary companies), advertising and promotional agencies, suppliers of materials or services, and all of their respective shareholders, directors, officers, employees and agents (collectively, the “Releasees”) be liable for any indirect, special, incidental, consequential or punitive damages, including but not limited to those for business interruption or loss of profits, even if the Releasees have been notified of the possibility of such damage.
- e) The Releasees do not assume any responsibility for, and by entering, Participants release the Releasees from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with participation or attempted participation in the Hackathon, including, without limitation the administration of the Hackathon, the Entry, commercialization of an Entry, or the selection of a winner.
- f) Without limiting the generality of the forgoing, the Releasees are not responsible for:
 - i) the incorrect or inaccurate capture of an Entry, or any component thereof;
 - ii) late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete Entries, Entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of these rules;
 - iii) any loss, damage, or claims caused by the Hackathon itself;
 - iv) any problems arising at the Hackathon venue and/or any failure of any website connected to the Hackathon, including, without limitation, any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any electrical outlets, telephone or computer lines, technical malfunctions of any computer online systems, servers, access providers, computer equipment, software, failure of any Entry to be received on account of technical or other problems, or any combination thereof including, without limitation, any injury or damage to an individual’s or any other person's computer related to or resulting from participating in or downloading any material connected to the Hackathon, all of which may affect a person's ability to participate in the Hackathon;
 - v) any errors, omissions, incorrect or inaccurate information in any Hackathon-related materials, including, without limitation, printing or advertising errors or failure of, or problems with any equipment or programming associated with or used in the Hackathon howsoever caused;

- vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer “hackers” or otherwise;
 - vii) any claims regarding the accepting, arranging, awarding, and declaration of the winner; or
 - viii) any claims in any way related to the publication of an Entry, including without limitation any loss of rights associated therewith. Entries, Entry material/data that has been tampered with or altered is void.
- g) Participants shall not at any time assert any claim that the Releasees have unlawfully or improperly used any of the Participant’s ideas, and hereby release Releasees from any and all liability in connection therewith.
 - h) CAA Atlantic’s maximum liability arising from any and all claims in connection with the Hackathon shall not exceed \$100.
 - i) Participants shall indemnify and hold CAA Atlantic harmless from any claims, demands, damages, liabilities and costs (including legal fees) asserted by any third party relating in any way to breach of the foregoing.

10. GENERAL

- a) These rules contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof.
- b) This Hackathon is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. CAA Atlantic reserves the right to cancel, amend or suspend this Hackathon, or to amend these rules, at any time, for any reason, and without prior notice or obligation. Updated or amended versions will be posted on the CAA Atlantic Eventbrite page. Participants are responsible for checking the CAA Atlantic Eventbrite page regularly for any updates to these rules. In the event of any discrepancy or inconsistency between these rules and disclosures or other statements contained in any Hackathon-related materials, the terms and conditions of these rules posted on the CAA Atlantic Eventbrite shall prevail, govern and control.
- c) If any of the provisions of this agreement are held invalid or unenforceable, such a finding will not affect the validity of any other provisions of this agreement.
- d) In the interpretation of this contract or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party:

prepared this contract or any part of it; or seeks to rely on this contract or any part of it.

- e) In the event that any signature is delivered by facsimile transmission or by scanning and sending by electronic mail (“e-mail” in a “pdf” data file format or other similar scanned file format) said e-mail delivery of such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned e-mail signature page were an original thereof.
- f) These rules shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of New Brunswick to adjudicate any and all disputes regarding the validity, interpretation and/or enforcement of this agreement.
- g) The parties have agreed that this agreement and all documents related hereto be drafted in English. Les parties ont requis que la présente convention soit rédigée en anglais.

11. ACCEPTANCE

- a) By typing his or her name in the Participant name box below, clicking the “Register” button below and submitting an application to register as a Participant in the Hackathon, the Participant submitting the application agrees that he or she has read and understands this agreement and the rules established hereunder, and agrees to be bound and abide by this agreement and those rules.
- b) If the Participant submitting the application does not agree with the terms of this agreement or the rules hereunder, he or she must not register as a Participant and must cease all further activities in connection with the Hackathon.
- c) The Participant agrees that the typing of his or her name in the Participant name box below is being provided as the Participant’s signature to indicate his or her agreement to the terms of this agreement and the rules established hereunder.