

Terms and conditions

EUDIS Defence Hackathon and Mentoring program 2025 - Autumn Edition

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Glossary

EU: European Union
EC: European Commission
DEFIS: Directorate-General for Defence Industry and Space
EUDIS: European Union Defence Innovation Scheme
MS: EU Member States
NO: Norway
EDA: European Defence Agency
MoD: Ministry of Defence
EUDIS implementation team: It is a consortium of entities responsible to implement the EUDIS Defence Hackathon and mentoring programme 2025 on behalf of DEFIS. Led by CIVITTA, its partners are CARSA, CECOFORMA and TEHNOPOL. More information is to be found on the website https://eudis-hackathon.eu/
Local organizer: Local Hackathon Organizers are dedicated facilitators and coordinators of the EUDIS Defence Hackathon on a regional level. Selected through an open call process, these entities play a pivotal role in orchestrating the success of the hackathon within their respective localities.
Central Hub: The main coordination hub for the EUDIS Defence Hackathon and local events. It employs two-way streaming to connect locations - facilitating interactive sessions between the Central Hub and local hackathons. Managed by Tehnopol, it hosts and streams shared hackathon sessions like keynotes and awards. The Hub ensures smooth communication, and is equipped with quality tech and staff to manage streaming and inquiries.
Hackers: Enthusiastic individuals who actively engage in the EUDIS Defence Hackathon, bringing their diverse skills, creativity, and problem-solving capabilities to the event. These include students, young professionals, military academy alumni, young military personnel, startups and entrepreneurs, SMEs, mid-caps, and innovators within large enterprises.
Idea Mentor: These are local experts recruited by the local hackathon organizers who assist teams in their hackathon journey up till the mentoring programme. They have a vast knowledge of startups, lean practices, agile processes, coaching, and innovation.
TAIKAI: TAIKAI is a hackathon platform often used by innovators, corporates, developers to enable the registration of participants, connect and support the matchmaking, perform evaluations, and confirm the awarding of winning teams.

1. Terms & Conditions

Please read these Terms & Conditions ("Terms", "Terms & Conditions") carefully before:

- Participating in the EUDIS Hackathons & Mentoring Programme action (the "Action");
- Applying for the EUDIS Hackathons (the "EUDIS Hackathon", "EUDIS Hackathons") through the Action's Open Call (the "Open Call") via the online platform provided by TAIKAI S.A. (the "Hackathon Platform");
- Registering for and accessing the EUDIS Hackathons' online events (the "Hackathon Events") via the online event platform provided by TAIKAI S.A. (the "Event Platform");
- Registering or physically attending or visiting the Hackathon Events;
- Registering for and accessing the online communication platform provided by Discord, Inc. (the "Communication Platform");
- Accessing the Hackathon Platform to submit a hackathon pitch on behalf of a hacker team (the "Hackathon Submission", or "Hackathon Submissions");
- Organise a local implementation of the EUDIS Hackathons; or
- Accessing the Website, Hackathon Platform, Event Platform, or the Communication Platform (jointly the "Platforms").

The Action, including its components such as the Open Call and Hackathon Submissions, is implemented by EUDIS implementation team ("us", "we", "our", or the "Organisers") on behalf and under contract with the European Commission..

Your application for, access to, participation or involvement in the Action is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, applicants and others who seek to participate in the EUDIS Hackathons, who attend the Hackathon Events, or who access or use the Platforms, and to all applicants, participants, local organisers, and jury members of the Action.

You confirm that:

- You are of legal adult age (18 years or older), and you are legally capable of entering into binding contracts.
- You are a citizen **AND** resident of an eligible country, specifically:
 - Any of the EU-27 Member States;
 - Norway; or
 - Ukraine.

By applying for, accessing, or participating in the Action, or by accepting the invitation to be part of the Action's local organisation, or Hackathon Submissions jury, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not apply for or participate in the Action, nor become part of the local organisers or Hackathon Submission jury.

Please note that the dates for the EUDIS Hackathon stated in this document can be subject to change due to approved decisions of the EC .

1.1. Background and objective of the EUDIS Hackathons

The European Defence Fund¹ (EDF) is set up to enhance the competitiveness, innovation, efficiency, and technological autonomy of the Union's defence industry. Innovation in the defence sector does not only come from entities within the defence area, but also from non-traditional entities and individuals active in this sector. The EU Defence Innovation Scheme² (EUDIS) aims to build a stronger defence innovation ecosystem throughout the EU. It will incentivise and facilitate technological co-operation between actors in the innovation ecosystem. Parts of the EUDIS builds on the EU Commission's Competitive Space Start-ups for Innovation initiative (CASSINI)³, and there is continuous co-operation between the two initiatives. One of the implementing measures under the EUDIS are the hackathons, which are awareness and outreach events that proposes innovative solutions for the defence area. In line with their awareness and outreach objective, the hackathons are:

- Promoting skills development and attract the next generation of defence innovators and talents for the defence sector;
- Fostering and bridge various communities with each other, for example by connecting young researchers and innovators with experts from the defence industry and defence end-users (such as from the Armed Forces);
- Providing a stimulating and nurturing environment for creating innovative defence ideas, solutions or prototypes to support the needs of the EU Member States/Norway, which would contribute to a more competitive and innovative European defence industry.
- Communicate and promote the EUDIS initiative.

The Action consists of multiple hackathons (the "EUDIS Hackathon", or "EUDIS Hackathons") and a mentoring programme (the "Mentoring Programme"). Each EUDIS Hackathon features several Hackathon Events, such as dedicated online training sessions (including webinars), a hackathon taking place in a weekend (the "Hackathon Weekend"), Workshops and mentoring sessions, and the Live pitching competition (the "EU-wide pitching competition"). Each edition of the EUDIS Hackathons is taking place simultaneously in up to eight (8) different locations.

1.2. Contracting party

The contracting party in these Terms is the EUDIS implementation team Led by:

¹ [REGULATION \(EU\) 2021/697 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 29 April 2021 establishing the European Defence Fund, CELEX:32021R0697:EN:TXT.pdf.](#)

² https://defence-industry-space.ec.europa.eu/eu-defence-industry/eu-defence-innovation-scheme_en

³ https://defence-industry-space.ec.europa.eu/eu-space-policy/space-entrepreneurship-initiative-cassini_en

- CIVITTA INTERNATIONAL OÜ, with its registered address at Riia tn 24a, 51010 Tartu, Estonia;

And its partners:

- Sihtasutus Tallinna Teaduspark Tehnopol, with its registered address at Teadusparagi 6/1, 12618, Tallinn, Estonia;
- Conception, etudes et cooperation de formation, with its registered address at Rue Leon Fredericq 14, 4020 Liege, Belgium; and
- Consultores de automatizacion y robotica SA, with its registered address at Carretera Asua La Avanzada 6, 48930 Getxo Bizkaia, Spain.

1.3. Local organiser

The implementation of the Action is supported by sub-processors (the “Local Organisers”), which ensure the local implementation of the EUDIS Hackathons in up to eight different locations for each EUDIS Hackathon edition.

1.4. Hacker

The Hackers (the “Hacker”, or “Hackers”) are individuals who have registered to participate in the Action. Each participating Hacker is eventually part of a team (the “Hacker Team” or “Hacker Teams”). Each Hacker can only be part of one Hacker Team. Each Hacker Team is represented by a leader (the “Team Leader”, or “Team Leaders”).

The Team Leader is the formal and sole contact point with the Local Organisers concerning the Hackathon Submissions and any prize, benefit or recognition that may result from the Hackathon Submission. Any planned or unplanned changes to the team composition of a Hacker Team are to be announced to the Local Organisers by the Team Leader without undue delay. Changes to the team composition of a Hacker Team can allow for merged teams, split teams, or additional teams, as communicated to the Local Organisers by the original Team Leader and after the Local Organisers approval. Additional or split teams appoint new Team Leaders.

1.5. Hackathon Submissions jury

The jury (the “Jury”, “Jury Member”, or “Jury Members”) are the individuals who support the Local Organisers, the EUDIS Implementation Team, the EC to select the winning teams, during the Hackathon Weekend or for participation in the Mentoring Programme and EU-wide pitching competition.

1.6. Content

Our Platforms allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (the “Content”). You are responsible for the Content that you post to the Platforms, including its legality, reliability, and appropriateness.

By posting Content to the Platforms, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Platforms. You retain the ownership and any and all of your rights to any Content you submit, post or display on or through the Platforms. You agree that this license includes the right for us to make your Content available to other users of the Platforms, who may also use your Content subject to these Terms.

You represent and warrant that:

- The Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; and
- The posting of your Content on or through the Platforms does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Further, you warrant that:

- The Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- The Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- The Content will not be unsolicited, undisclosed or unauthorised advertising;
- The Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and
- The Content does not bring us or the Platforms into disrepute.

You agree to keep all records necessary to establish that your Content does not violate any of the requirements this clause and make such records available upon our reasonable request. We are under no obligation to regularly monitor the accuracy or reliability of your Content incorporated into the Platforms. We reserve the right to modify or remove any Content at any time.

1.7. Code of Conduct

Any activities promoting or related to alcohol, tobacco, religion, politics, intolerance, violence, pornography, obscenity, gambling, or illegal drugs are explicitly excluded from participation to the Action.

We are dedicated to providing a harassment-free experience for everyone, regardless of race, creed, colour, ethnicity, nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status. We do not tolerate harassment of hackathon participants in any form.

Sexual language and imagery are not appropriate for any hackathon venue, including hacks, talks, workshops, parties, social media, and other online media.

Any Hacker, Hacker Team, Local Organiser, or Jury Member violating these rules may be sanctioned or expelled from the Action at the discretion of the Organisers.

2. Participation as a Hacker

2.1. Open Call

2.1.1. *Objective of the open call*

The Open Call is a registration period to mark the intention to participate in the Action as a Hacker. The Open Call will open an entry period for registrations between 4 August 2025 and 10 October 2025 23:59 CET before the start of the Hackathon Weekend. Late registrations during the Hackathon Weekend may be accepted at the discretion of the Local Organisers.

To begin participation in the Open Call, the creation of a user account is required. When creating a user account, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation in the Open Call. You will be required to read and accept these Terms & Conditions and Privacy Statement/Policy before registering as a Hacker.

2.1.2. *Personal data shared through your Open Call registration*

The personal data that you share during user registration will not be shared with any parties other than the Organisers, the Local Organisers, the Jury Members, the Mentors, and the EC, and will be used solely for the purposes of executing the EUDIS Hackathons. Explicit consent for any other uses of your personal data is requested during the registration process. Further details on the Data protection, processing and management are available in the EUDIS Hackathon Privacy policy⁴.

2.2. Right of participation

Only natural persons of legal adult age (18 years or older) are allowed to participate in the Action as a Hacker. Participation in the Action is accepted on the condition of compliance with the eligibility criteria to participate, namely, **the person is a citizen and resident of a European Union Member State, Norway, or Ukraine** for the whole duration of the Action. The action welcomes all participants and shall not discriminate on the basis of race, creed, colour, ethnicity,

⁴ <https://eudis-hackathon.eu/wp-content/uploads/2025/03/EUDIS-Hackathons-2025-Privacy-Statement-It-tool-Websites-1.pdf>
<https://eudis-hackathon.eu/wp-content/uploads/2025/01/EUDIS-Hack-2025-Event-privacy-statement-FINAL.pdf>

nationality, religion, sex, sexual orientation, gender expression, age, physical appearance, body size, disability, or marital status.

Participation of a Hacker to the Hackathon Weekend is accepted on the condition of compliance with the following additional eligibility criteria, namely:

- Hackers must be part of a single Hacker Team to take part in the Hackathon Weekend;
- The choice of which Hacker Team each Hacker belongs to must be communicated to the Local Organisers by each Hacker via the Hacking Platform, the latest at the start of the Hackathon Weekend;
- Each Hacker Team must have appointed a Team Leader;
- The Team Leader must confirm the final team composition of the Hacker Team to the Local Organisers, the latest at the start of the Hackathon Weekend;
- Hacker Teams must have at least two (2) Hackers
- Hacker Teams must have an idea to work on, the latest at the start of the Hackathon Weekend.

2.3. Conditions of participation

2.3.1. Intentions and commitments from Hackers

Hackers who are given the opportunity to join the Action as a Hacker receive a unique opportunity to benefit from the Action. Upon participation in the Action, Hackers agree to do this to their best intentions and commitments, which includes:

- Participation to the relevant Hackathon Events;
- Timely completion of required documents for participation;
- Active participation and contribution to the Hacker Team during the entire Hackathon Weekend;
- Inform the Local Organisers of any changes to the Hacker Team (see section 1.4);
- Inform the Local Organisers when your participation to the Action becomes void, for example, if you stop pursuing the idea formulated in the Hacker Platform or discontinue your membership of a Hacker Team; and
- Any failure to deliver the minimal above commitments is a breach of your participation as a Hacker and may result in a termination of your participation to the Action.
- Hackers whose teams are selected as winners following their pitch presentation agree to participate in the Mentorship Programme. This includes attending all mandatory mentoring sessions, follow-up events, and related activities organized under the Action. The Mentorship Programme is an integral continuation of the Hackathon process, and participation is a condition for maintaining the status and benefits of being declared a winner. Failure to actively participate without prior approval from the Organisers may result in revocation of the winning status and withdrawal of any associated prizes, benefits, or opportunities.

2.3.2. Hackathon Weekend rules

Hackers and Hacker Teams commit to the following rules during the Hackathon Weekend:

- No development may start before the actual date and time of the hackathon event. Teams that violate this rule will be automatically disqualified. Please do not begin hacking before Friday 9 May 2025 at 16:00 CET;
- To ensure a level field for all contestants, all code/prototypes/tools must be created by the team, during the Hackathon Weekend. You are permitted to use publicly available or openly licensed APIs, SDKs, frameworks and other software libraries for your project; and
- Any software development tools and/or programming language can be used.
- Any failure to adhere to the above rules is a breach of your participation as a Hacker or Hacker Team and may result in a termination of your or your Hacker Team's participation to the Action.

2.3.3. Cost reimbursement

The Organisers will not reimburse any costs the Hackers incur as part of their participation in the Action. If local organisers provide any financial support, services, or benefits (e.g., covering travel costs, accommodation, meals, or other resources) as part of their local organisation sponsorships, such provisions are entirely at the discretion of the local organisers. The Organisers and the EC are not involved in, nor bear any responsibility for, such agreements or commitments made by local organisers.

2.4. Selection at the Hackathon Weekend

2.4.1. Submission process

The selection process of the winners of the local Hackathon Weekend is executed exclusively in English via the Hackathon Platform and/or pitching in the local hackathon. For the Action, **each location in the EUDIS Hackathons** will select one (1) winning Hacker Team that is invited to participate to the Mentoring Programme and the subsequent EU-Wide Pitching competition for a total of eight (8) Hackathon weekend winners. Local Organisers and their partners or sponsors may grant additional prizes at their own discretion. The application to be submitted for the Hackathon Submission during the Hackathon Weekend consists of two parts:

Each Hacker Team is required to submit a single completed project page on the Hacking Platform containing the following:

- A short summary of the project;
- All team members with brief biographies and their roles in the team;
- Optionally, a pitch deck or link to a video or screen capture of the prototype;

- Link with the theme and one of the challenges; data, information, services and signals used;
- Any unique hardware used in the project

Only upon completion of all required fields your application is considered complete. The submission deadline is 19 October 2025 at 13:00 CET. You are encouraged to submit your application before the deadline in case IT issues arise. Each Hacker Team can submit only one Hackathon Submission.

- Hackathon Submissions that have not been submitted, or Hackathon Submissions submitted past the abovementioned deadline, are not eligible for evaluation and will under no circumstances be reviewed by the Jury. Following the application deadline, eligible submissions will be reviewed by the Jury.
- The final decision on the selection is made by the Jury members for each location. These decisions shall be final and binding for all Hackers and Hacker Teams in the Action in any selection procedure.

2.4.2. Judging criteria

All submissions will be evaluated and scored by the Jury on four criteria:

Criteria	Weight
Relevance of the idea, solution or prototype with regards to the EU Member States/Norway/Ukraine defence needs and the defence hackathon themes and challenges;	25%
Innovativeness of the idea, solution or prototype, its uniqueness, and its value created for defence end-users;	25%
The comparable progress made of the teams' ideas, solutions or prototypes during the hackathon weekend; and	30%
Quality of the team (defence, technical and business expertise, understanding of the thematic area, commitment to the project, ability to present the idea, solution, prototype or business model).	20%

2.4.3. The Hackathon Submissions Jury

The Jury Members are carefully selected by each local organiser to represent a qualified group of 4 judges. Respectively 2 with relevant and varied expertise from hackathons, innovation competitions, innovation or start-up support schemes and 2 judges with relevant defence expertise. Each Jury Member is bound by a non-disclosure and confidentiality clause (see Section 3.6) before reviewing the Hackathon Submissions, confirming that they will not share any of the information contained in your Hackathon Submission that is not publicly available on the Hackathon Platform with anyone other than the other Jury Members, the Local Organisers, the Organisers or the European Commission and DEFIS.

2.5. Selection at the EU-Wide pitching competition

2.5.1. Submission process

The selection process of the EU-Wide winners of the overall EUDIS Hackathon edition is executed exclusively in English via live pitching by the Hacker Teams in a dedicated remote session with the Jury, EC, and additional stakeholders. The session will take place after the mentoring programme is completed. For the Action, the Jury will select three (3) Hacker Teams that are invited to participate and showcase their ideas, solutions or prototypes at one technology or defence event and with travelling, accommodations, and tickets costs for the event covered by the Organisers.

The final decision on the selection is made by the dedicated Jury. The decisions shall be final and binding for all Hackers and Hacker Teams in the Action.

2.5.2. Judging criteria

The same criteria and weight specified in section 2.4.2 will be applied during the EU-Wide Pitching competition for the selection of the EU-Wide winners.

2.5.3. The EU-Wide pitching competition Jury

The Jury Members are carefully selected by the Organisers and EC to represent a qualified group of 4 judges. Respectively 2 with relevant and varied expertise from hackathons, innovation competitions, innovation or start-up support schemes and 2 judges with relevant defence expertise. Each Jury Member is bound by a non-disclosure and confidentiality clause (see Section 3.6) before reviewing the Hackathon Submissions, confirming that they will not share any of the information contained in your pitching that is not publicly available with anyone other than the other Jury Members, the Local Organisers, the Organisers or the European EC.

2.6. Mentoring Programme

The eight (8) selected Hacker Teams of the Hackathon Weekend will be given access to the Mentoring Programme during the following two (2) months. Together with a lead mentor appointed by the Organisers, Hackers can review the Mentor profiles, and select their preferred Mentors, based on their mentoring needs. The Organisers cannot guarantee that Hackers will be given the opportunity to receive mentoring from their preferred Mentors, due to the limited availability of some Mentors. The Organisers nevertheless intend to facilitate an optimal allocation of mentoring relations. In total, the selected Hacker Teams can receive up to forty (40) mentoring hours from the lead mentor and the Mentors.

2.7. Personal data shared through your participation to the Action

Your personal data including but not limited to citizenship, residency, e-mail addresses, and phone numbers, which you share during your participation to the Action will not be shared with

any parties other than the Organisers, the Local Organisers, the EC, the Jury, your Mentor, the Platforms, and the event organisers or security teams of the events where the Hackathon Events take place.

With your participation in the Action as Hacker, you agree to the use of your personal data for the following purposes:

- **Promotion & Communication:** the Action is funded by the EC. In its objectives to support start-ups using the EUDIS programme, a comprehensive communication campaign is essential. The Action's and its overarching EUDIS initiative's communication tools, such as the Website, newsletter and social media, are used as multipliers for the visibility of participants, contributing to their business potential. The Action may use your Hacker Team name and a description of your start-up or technical/business idea for such public promotion and communication purposes. The Action will establish a repository of photos, videos and other audio-visual recordings of the event⁵. For the use of your personal data in this context, you provide your consent as part of your registration;
- **Hackathon Events:** for smooth organisation of the events, which may be subject to security measures, we may invite you to share and use personal data, such as your travel schedules, first and last name, birth date, nationality, passport or ID-card number, dietary preferences. These data will be shared with the Platforms, event venues and local security teams and will only be used for the organisation of the events;
- **Mentorship:** to ensure a good interaction with your Mentor, we will provide him/her with your first and last name, company name, e-mail address and phone number. These data will only be used for mentorship purposes; and
- **Essential notifications:** to administer your participation in the Action, the Organisers or Local Organisers send notifications to the e-mail addresses of the Hackers in the Action. As alumni to the Action, your subscription to these notifications will survive your participation to the Action, but can be ceased any time by clicking on the respective link in the bottom of the notification, or by writing us a message at contact@eudis-hackathon.eu.

Specific details on how we process, store and protect your data please refer to the privacy statements on [EUDIS Defence Hackathon Event policy](#) and EUDIS Defence Hackathon [IT Tools privacy policy](#).

3. Participation as a Jury Member

3.1. Right of participation

Individuals of legal adult age (18 years or older) and on the condition of compliance with the eligibility criteria to participate, namely, the person is a citizen **AND** resident of a European Union Member State, Norway, or Ukraine for the whole duration of the Action, are allowed to

⁵ Participants that do not wish to be part of the above web-streaming and recording/publishing activities have the possibility to object to processing, by sending an e-mail to the organiser prior to the event.

participate as a EUDIS Hackathons Jury Member, after an invitation to do so by the Organisers, the Local Organisers or the EC.

3.2. Selection of the Jury Members

The decisions on the selection of Jury Members are made by the Organisers, the Local Organisers or the EC.

3.3. Evaluation process

The evaluation process is organised and executed exclusively in English and via the Hackathon Platform. To begin the evaluation process of Hackathon Submissions, the creation of a jury user account may be required. When creating a user account for you, we will require you to share personal data such as your name and e-mail for the purposes of contacting you to validate your information and regarding your participation as a Jury Member. You will be required to read and accept these Terms & Conditions and Privacy Policy before registering or participating as a Jury Member.

The evaluation of the Hackathon Submissions consists of two parts, and the Jury Members may be invited to either part: 1) the evaluation of a number of Hackers Team submissions participating in a specific location at the Hackathon Weekend, 2) the evaluation of a number of Hacker Teams at the EU-Wide Pitching Competition.

3.4. Conditions of participation

Upon participating as a Jury Member to the Hackathon Weekend or the EU-Wide Pitching competition, Jury Members agree to the following commitments, which include:

- Completion of the evaluation process with diligence and in all fairness; and
- Timely indication and flagging of any potential conflict of interest during the whole evaluation process, and abstention from voting should such conflict of interest arise.

3.5. Personal data and company information shared through your participation

The following personal data may be shared with the Hackers for reasons of transparency: first name, last name, occupation, and company name.

Any other personal data that you share during user registration will not be shared with any parties other than the Organisers, Local Organisers, and the EC.

Specific details on how we process, store and protect your data please refer to the [EUDIS Defence Hackathon Event policy](#) and EUDIS Defence Hackathon [IT Tools privacy policy](#).

3.6. Non-Disclosure of Confidential Information Agreement

This Non-Disclosure Agreement (the “NDA”) is entered into by and between the Organiser, on behalf of the Hackers of the Action (the “Disclosing Party”) and the Jury Member participating to the Action (the “Receiving Party”), hereby agreeing to these Terms & Conditions, collectively referred to as the “NDA Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

With your participation to the Action as a Jury Member, you agree to these Terms & Conditions including the provisions of the Non-Disclosure Agreement below. This Non-Disclosure Agreement serves to protect the confidential information of each Hacker of the Action.

3.6.1. Definition of Confidential Information

For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party (representing the participating Hackers) are engaged and which is maintained with confidentiality. This includes but is not limited to proprietary trade secret information contained within and relating to Disclosing Party’s business or technical plan, including but not limited to: business description, marketing plan, sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, technical details, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

3.6.2. Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

3.6.3. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3.6.4. Exclusions from Confidential Information

This NDA does not apply to any information that: (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3.6.5. Time Periods

This NDA and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until 31 December 2025 or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this NDA, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

3.6.6. No Rights Granted

This NDA does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

3.6.7. General provisions

- a) **Relationships.** Nothing contained in this NDA shall be deemed to constitute either NDA Party a partner, joint venturer or employee of the other NDA Party for any purpose.
- b) **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- c) **Integration.** This NDA expresses the complete understanding of the NDA Parties with respect to the subject matter and supersedes all prior related proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- d) **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this NDA may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.
- f) **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this NDA.

g) **Governing Law.** This NDA shall be governed in accordance with the laws of the State of Estonia.

h) **Jurisdiction.** The NDA Parties consent to the exclusive jurisdiction and venue of the state courts located in Estonia in any action arising out of or relating to this NDA. The NDA Parties waive any other venue to which either party might be entitled by domicile or otherwise.

i) **Successor and Assigns.** This NDA and each NDA Party's obligations shall be binding on the representatives, assigns and successors of such NDA Party.

4. Termination

We may terminate your participation to the Action in written (by letter or e-mail) if you breach these Terms & Conditions. Before termination, we will provide you with a written notice specifying the breach and granting you a period of 10 business days to remedy the issue, unless the breach is severe enough to warrant immediate termination.

If the breach is not remedied within the given period or if it is deemed irremediable, termination will take effect immediately upon sending the termination letter or e-mail. The date indicated on the postmark, or the time stamp of the email will serve as the legal basis for termination.

If you disagree with the termination, you may submit a written response within 10 business days of receiving the notice, outlining your position. We will review your response in good faith before finalizing the termination.

If you wish to terminate your participation to the Action, you may do so in written (by letter or e-mail). This termination will take effect immediately after such termination letter or e-mail has been sent.

All provisions of the Terms & Conditions which by their nature should survive termination shall keep on applying, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and Non-Disclosure Agreements.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith.

5. General Clauses

5.1. Accounts

When you create accounts on our Platforms, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Platforms and your participation to the Action.

You are responsible for safeguarding the password that you use to access the Platforms and for any activities or actions under your password, whether your password is with our Platforms or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

5.2. Copyright policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Platforms infringes the copyright or other intellectual property of any person ("Infringement").

If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes a copyright infringement that is taking place through the Platforms, you must submit your notice in writing to the attention of "Copyright Infringement" of contact@eudis-hackathon.eu and include in your notice a detailed description of the alleged infringement, as well as the following information:

- Your name and address;
- Details of the alleged breach of copyright; and
- URL link to the alleged breach of copyright (if applicable)

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any content is infringing your copyright.

5.3. Intellectual property

The ownership of any intellectual property developed by Hackers during and within the scope of the Action will remain with the individual Hackers. Within the Hacker Team, the Hackers should agree among themselves on the distribution of the intellectual property rights. Hackers can choose, at their own discretion, to open source the intellectual property and license it, e.g. under one of the licenses referenced in <https://choosealicense.com>.

The Action, the Platforms, and their original content (excluding Content provided by Hackers, Mentors, or Mentor Applicants), features and functionality are and will remain the exclusive property of the Organisers. The Action and the Platforms are protected by copyright, trademark, and other laws of Estonia. Our trademark and trade dress may not be used in connection with any product or service without the prior written consent of the Organisers. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are permitted to use the Action and the Platforms only as authorised by us. Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.

You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

As a user of the Platforms, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Platforms to create, display, use, play and download Content subject to these terms, for the purpose of featuring your Content on the Platforms.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users on the Platforms are those of the respective authors or distributors and not of us.

Any images taken by the Organisers during Action are and remain the property of the Organisers and the EC. You may not print, copy, reuse or distribute these images without permission.

5.4. Links to other sites

Our Action and Platforms may contain links to third-party websites or services that are not owned or controlled by the Organisers.

The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Organisers shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites does not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

5.5. Indemnification

As a condition of your participation to our Action, and/or access to and use of our Platforms, you agree to indemnify us, our subcontractors and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of related to your participation to the Action and access to and use of the Platforms, or your breach of these Terms & Conditions and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

5.6. Limitation of liability

You agree that we shall not be liable for any damages suffered as a result of participating in the Action and/or using the Platforms, as well as copying, distributing or downloading Content from the Action and Platforms.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) through your application to the Action on the Platforms, or through your participation in the Action, however it arises, whether for breach of contract or in tort, even if the possibility of such damage has been previously advised of.

In no event shall we be liable for any claims by a third party in tort or contract, including, but not limited, to any misleading statements made and/or incorporated into any Content provided by third parties, such as manufacturers and wholesalers, and users of the Platforms. It is your sole responsibility to ensure the accuracy of the data inputted on the Platforms.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Platforms and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Platforms. You must not assign or otherwise dispose of your account to any other person.

5.7. Disclaimer

Your participation to the Action or your use of the Platforms is at your sole risk. The Action and its Platforms are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance. The Action and its Platforms are provided on an "AS IS" and "AS AVAILABLE" basis.

The Organisers do not warrant that a) the Action or Platforms will function uninterrupted, secure, or available at any particular time or location; or b) the results of participating in the Action or using the Platforms will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Platforms, whether for breach of contract, tortious behaviour, negligence, or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the content contained on the Platforms for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Platforms or that the operation of the

Platforms will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Platforms.

5.8. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

5.9. Governing law

These Terms & Conditions shall be governed and construed in accordance with the laws of Estonia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms & Conditions will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms & Conditions will remain in effect. These Terms & Conditions constitute the entire agreement between us regarding our Action and supersede and replace any prior agreements we might have between us regarding the Action.

5.10. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms & Conditions for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Platforms or participating in the Action. Your continued use of the Platforms or participation in the Action will be deemed as your acceptance thereof.

5.11. Contact us

If you have any questions about these Terms, please contact us at contact@eudis-hackathon.eu