

# Man AHL Hackathon 2018



## GENERAL TERMS AND CONDITIONS

### 1. THE PROMOTER

The promoter of the Man AHL Hackathon 2018 (the “**Event**”) is AHL Partners LLP (the “**Promoter**”) whose registered address is Riverbank House, 2 Swan Lane, London EC4R 3AD, United Kingdom (the “**Promoter’s Office**”).

### 2. AGREEMENT

- 2.1. These terms and conditions (the “**General Terms and Conditions**”) and the Event’s code of conduct (the “**Code of Conduct**”) shall together govern the Event and be referred to as the “**Terms and Conditions**”. Both the General Terms and Conditions and the Code of Conduct will be available on <http://www.ahl.com/hackathon> (the “**Event Website**”).
- 2.2. All capitalised terms shall have the meanings provided in these General Terms and Conditions unless stated otherwise.
- 2.3. As a condition of the application, each applicant to the Event (an “**Applicant**”) is required to acknowledge and accept these Terms and Conditions.
- 2.4. The Promoter reserves the sole right to cancel or amend all or any part of the Event or the Terms and Conditions without notice, if required: (i) due to an event that is outside of the Promoter’s reasonable control; or (ii) to ensure compliance with applicable laws, regulations and guidance. Any changes to the Terms and Conditions or cancellation of the Event will be posted on the Event Website. It is the responsibility of the Applicants to keep themselves informed of any changes to the Terms and Conditions.
- 2.5. If there is any reason to believe that an Applicant has breached the Terms and Conditions, the Promoter may in its sole discretion (acting reasonably), disqualify the Applicant from the Event and remove the Applicant from the Promoter’s Office, as applicable.

### 3. APPLICATION

- 3.1. Applications for the Event shall open on 1 February 2018 (the “**Opening Date**”) and applications must be received by the Promoter before 12:00 (midday) GMT on 20 March 2018 (the “**Closing Date**”).
- 3.2. In order to attend the Event, an Applicant must submit the form made available on the Event Website from the Opening Date (the “**Submission Form**”), in accordance with Clause 3.3 below.
- 3.3. An application will be rejected if the Promoter reasonably believes an Applicant:
  - A. does not meet the Eligibility Criteria set out in Clause 7 below;
  - B. has had his/her Submission Form submitted by another individual other than themselves; or
  - C. has submitted an incomplete Submission Form.

- 3.4. The Promoter reserves the right to accept or reject an application at their sole discretion. All successful Applicants (“**Participants**”) will be notified by email with further details of the Event no later than 31 March 2018.

#### **4. REGISTRATION**

- 4.1. The date of the Man AHL Hackathon 2018 will be 21 and 22 April 2018 (“**Event Date**”) and will be held at the Promoter’s Office.
- 4.2. All Participants must register on arrival at the Promoter’s Offices by presenting a valid government-issued photo ID to the Promoter’s event staff, subject to Clause 4.4 below.
- 4.3. The Promoter, in its sole discretion, reserves the right to:
  - A. accept or decline an individual’s registration;
  - B. reject a Participant’s registration and deny the individual entry if a valid government-issued photo ID is not provided;
  - C. refuse entry to or remove any Participant who has registered or gained access by submitting false or misleading information; and
  - D. remove any Participant or other individual, registered or not, whose conduct, in their sole opinion, is not in accordance with the Event’s Terms and Conditions (in particular the Code of Conduct) and the character and purpose of the Event.

#### **5. THE EVENT**

- 5.1. The Participants will take part in a coding hackathon with assistance and input from the Promoter’s employees using open source code.
- 5.2. The Participants will be organised into groups of up to 4 people and will develop their own section of open source code over a 24 hour period to be published on GitHub (the “**Code**”). All Code contributions must be made available under an open source license approved by the Open Source Initiative (<https://opensource.org/licenses>). The Code contributions will be judged by the Promoter in accordance with criteria which shall be communicated to the Participants on the day of the Event, and the winning team will be awarded a Prize in accordance with Clause 6 below.
- 5.3. Participants shall be required to use their own computer or other electronic device (each a “**Device**”) in developing and submitting their Code.
- 5.4. The Participants acknowledge that all and any alcoholic beverages are expressly forbidden and shall not be served, brought on to, or consumed at the Event or in the Promoter’s Office. Any Participant in breach of this Clause 5.4 shall be disqualified from the Event and removed from the Promoter’s Office.

## 6. THE PRIZE

- 6.1. Each member of the winning team shall receive a prize, which shall constitute a physical object of a value of approximately £100 (the “**Prize**”).
- 6.2. The Prizes will be allocated at the judgement of the Promoter, in their sole discretion (acting reasonably), and the decision of the Promoter is final and not subject to appeal.
- 6.3. The Promoter does not accept any responsibility should any of the winners of the Prizes be unable to claim their Prize.

## 7. ELIGIBILITY

- 7.1. If any of the Participants fail to meet the eligibility criteria set out in Clauses 7.2 to 7.3 (the “**Eligibility Criteria**”) the Promoter may at its sole discretion (acting reasonably), disqualify such non-compliant Participants from the Event. The decision of the Promoter will be final and no correspondence or discussion will be entered into.
- 7.2. Participants must be (a) resident in (i) any member state of the European Union (excluding Italy), or (ii) Switzerland, and (b) aged 18 or over as at the Opening Date and must not be employees of the Promoter or its holding, subsidiary or affiliated companies.
- 7.3. Any Participant who is a member of the immediate family or household of employees of the Promoter or its holding, subsidiary or affiliated companies shall be eligible to participate in the Event but shall not be eligible to win a Prize.
- 7.4. In making an application, each Participant confirms that it meets the Eligibility Criteria. At any stage in the Event, the Promoter may require Participant to provide proof of eligibility to enter the Event.
- 7.5. The Promoter will be entitled to close the Event to further applications prior to the Closing Date if it receives entries from more than 4,000 applications from individual Applicants. Should the Promoter be required to close the Event early in accordance with this Clause 2.4, the Promoter will make an announcement to that effect on the Event Website.

## 8. LIMITATION OF LIABILITY

- 8.1. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the Participants or accept any liability for any loss incurred or damage caused to the Participants or their Devices as a result of entering the Event, completing the Submission Form or claiming a Prize, except where such loss or damage is caused by the negligence of the Promoter, its agents or distributors or that of their employees. The Participants’ statutory rights are not affected and nothing in this Clause excludes the Promoter’s liability for:

- A. death or personal injury arising out of the Promoter's negligence or the negligence of the Promoter's employees;
- B. fraud or fraudulent misrepresentation by the Promoter or its employees; or
- C. any other liability that cannot be excluded or limited by law.

## **9. DATA PROTECTION, PUBLICITY AND PRIVACY**

- 9.1. The Promoter will process any personal data (as such terms are defined in the Data Protection Act 1998) that each Applicant provides with their Submission Form only for the purposes of the Event and in accordance with the Data Protection Act 1998.
- 9.2. Each Applicant grants the Promoter and the Event Staff permission to:
  - A. to use your name, capture your image or likeness by any audio and/or visual recording technique (including electronic/ digital photographs or videos) during the Event, and to store, use, reproduce and create derivative works of these images and recordings (including, but not limited to, for resizing, colour correction or digital reformatting) in any media now known or later developed, including for any marketing or other promotional purpose;
  - B. waive any right to inspect or approve the use of the images or recordings;
  - C. waive any right to royalties or other compensation arising from or related to the use of the images or recordings; and
  - D. release, defend, indemnify and hold harmless Event Staff from and against any claims, damages or liability arising from or related to the use of the images or recordings, including but not limited to claims of defamation, invasion of privacy or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, or its publication or distribution. The Promoter shall only use derivative works in a way that continues to accurately reflect the character and spirit of the Event.
- 9.3. By applying for the Event and submitting the personal details required by the Submission Form, each Applicant agrees and consents to being contacted by the Promoter about the Event or any subsequent events or competitions of a similar nature operated by the Promoter (or any of its affiliates or group companies) from time to time.
- 9.4. Recordings by a Participant of any kind are prohibited without prior consent of the Participant being recorded. Participants may not capture or use the materials presented in any meeting/session room or in session notes on display without written permission. Individuals not complying with these requirements will be asked to surrender their recording media and may be asked to leave the Event.

## **10. WIRELESS INTERNET SERVICE**

- 10.1. The Promoter shall provide wireless access for Participants during the Event but cannot guarantee full coverage in all locations, all of the time. The Participants acknowledge that excessive usage (e.g. streaming video, gaming, multiple devices) reduces bandwidth and may slow down the wireless service for other Participants. No routers may be attached to the network.
- 10.2. Participants shall ensure that their Devices are properly secured before accessing the public wireless network. The Participants agree that the Promoter shall not be liable for any damage or harm whatsoever resulting from any unauthorised access to any Device.

## **11. GENERAL**

- 11.1. The Terms and Conditions represent the entire agreement between Participants and the Promoter relating to the Events and the Prizes and supersede any prior representations, agreements, negotiations or understandings (whether oral or in writing).
- 11.2. Nothing in the Terms and Conditions shall be construed as creating any employment or partnership relationship whatsoever between a Participant and the Promoter (or any of its affiliated or group companies) and in no way shall the Promoter, by accepting any application of a Participant, be construed as giving such Participant any offer of employment in any way.
- 11.3. The invalidity, illegality, or unenforceability of the whole or any part of the Terms and Conditions does not affect or impair the continuation in force of the remainder of the Terms and Conditions.
- 11.4. The Terms and Conditions do not create any right or benefit enforceable by any person not a party to them (within the meaning of the Contracts (Rights of Third Parties) Act 1999).
- 11.5. The Terms and Conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 11.6. If you have any questions, concerns or complaints about these General Terms and Conditions or the operation of the Event, please contact [hackathon@ahl.com](mailto:hackathon@ahl.com).