

# Mission: Open Architect

*Sencha Open Architect Hackathon*

## Terms & Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS HACKATHON. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF AWARD. VOID WHERE PROHIBITED BY LAW.

PRIZEWINNERS MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION OR PRIZE MAY BE FORFEITED (IN SENCHA'S SOLE DISCRETION), AS MORE FULLY DETAILED BELOW.

BY ENTERING THIS HACKATHON, ENTRANT AGREES THAT ITS CONCEPTS AND ANY ASSOCIATED ENTRY (DEFINED BELOW) WILL BE MADE AVAILABLE FOR REVIEW DURING THE HACKATHON PERIOD AND THROUGHOUT THE JUDGING PROCESS, AS DESCRIBED IN MORE DETAIL BELOW. EACH ENTRANT ALSO AGREES THAT, IF ENTRANT IS SELECTED AS A PRIZEWINNER IN THIS HACKATHON THE PRIZEWINNER WILL GRANT SENCHA THE RIGHT, FREE OF CHARGE OTHER THAN THE PRIZE, TO USE, ALTER, MODIFY, AND DISTRIBUTE THE ENTRY UNDER THE GNU GENERAL PUBLIC LICENSE VERSION 3 ("GPLv3") AND/OR ANY OTHER LICENSE AT THE DISCRETION OF SENCHA.

BY ENTERING THIS HACKATHON, ENTRANT AGREES TO THESE TERMS AND CONDITIONS ("TERMS"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

The Sencha Designer Hackathon ("Hackathon") is sponsored by Sencha, Inc. ("Sencha"). The Hackathon begins on June 15, 2020, and ends on July 15, 2020, unless extended at Sencha's discretion ("Hackathon Period").

To begin the entry process, an eligible participant must first visit [devpost.com](http://devpost.com) (the "Hackathon Site"), log into his/her/its account (or create an account if he/she/it does not already have one), and "register" for this Hackathon with the Hackathon Site. Eligible participants must then determine whether they will participate in this Hackathon as an Individual, a Team, or an Organization (each term is defined below). Once determined, the eligible Individual, Team, or Organization may enter this Hackathon by visiting the Hackathon Site during the Hackathon

Period and completing the entry process detailed below, which requires the Entrant (defined below) to create, develop, and submit an Entry (defined below). Registration will open at the beginning of the Hackathon Period.

Eligible entries received in accordance with these Terms will be subject to a two-stage evaluation process. First, all eligible entries received in this Hackathon will be reviewed and evaluated by designated evaluator(s), who may perform only a cursory review of the Entrant's Entry. Based on this initial review, the Sencha will select a limited number of finalists. Those finalists will then be evaluated by a panel of judges selected by Sencha in its sole discretion ("Judges"), who will select the first, second, and third place Prizewinners to be awarded a Prize.

**ELIGIBILITY:** For the purposes of this Hackathon, the "Territory" means the United States, Canada (excluding Quebec), United Kingdom, Germany, France, Sweden, Netherlands, Australia, New Zealand, South Korea, Switzerland, Norway, Poland, Austria, Belgium, Russia, Thailand, Singapore, India, Mexico and Japan. This Hackathon is open only to the following natural persons who are, as of the date of entry, (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in his or her jurisdiction of residence (e.g., country, province, state, prefect, territory, district, etc.) (any and each, an "Individual"); or (b) entities and organizations that are, as of the date of entry, legally formed or recognized by a jurisdiction within the Territory and have a principal place of business in the Territory (any and each, an "Organization"); or (c) an association of not more than ten (10) individuals that does not constitute a legally recognized entity, provided that each natural person comprising such an association is (i) a legal resident of a nation within the Territory and (ii) at least eighteen (18) years old and the age of majority in his or her jurisdiction of residence, or alternatively have the consent of his/her parent or legal guardian (any and each, a "Team"). A Team Entrant may have no fewer than two (2) and no more than ten (10) members. (Where distinction is not necessary, any Individual, Organization, or Team (including each Team member) that enters or takes steps to participate in this Hackathon is referred to in these Terms as an "Entrant.")

Employees, officers, directors, members, managers, agents, and representatives of Sencha or any other entities participating in the design, promotion, marketing, administration, or fulfillment of this Hackathon, or any of their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, and advertising, promotion, and public relations agencies (which entities shall at Sencha's discretion, be included in the definition of the term "Sencha" with respect to the rights and protections granted hereunder) and any family member or member of the same household (whether or not related) of any such persons are not eligible to enter or win a Prize in this Hackathon. For purposes of this Hackathon, the term "family member" is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

Entrant (including each member of a Team) must not be under any legal or contractual obligation that would prohibit its participation in this Hackathon as described in these Official

Rules. If participating in this Hackathon would result in a violation by Entrant of any law applicable to it or any agreement to which it is a party, such Entrant is ineligible. Participation in this Hackathon constitutes Entrant's full and unconditional agreement to and acceptance of these Terms and the decisions of Sencha, which are final and binding in all matters. Any natural person completing any portion of the entry process described in these Terms on behalf of an Organization Entrant must be authorized to legally bind that Organization.

#### HOW TO ENTER:

To enter, eligible Entrants must create a JavaScript WYSIWYG Editor (an "Entry"), and follow any other instructions posted by Sencha as a requirement for an Entry. Entries must be submitted to and received by Sencha by the specified deadlines during the Hackathon Period. Entrant must follow the links and instructions on the Hackathon Site in order to make the submissions required by these Terms. For purposes of these terms, the term "Entry" includes any software created by the Entrant as a result of or relating to the Entry, whether before, during, or after the Hackathon Period.

#### SUBMISSION REQUIREMENTS:

Each Entry must meet all of the following requirements, as determined by Sencha in its sole discretion, or the Entry may be disqualified:

All aspects of the Entry (other than Sencha Ext JS) must be solely owned by or licensed to the Entrant or in the public domain. All third-party content not owned by or licensed to the Entrant is prohibited, unless such content is in the public domain. Entrant's rights in the Entry must be sufficient to allow it to award all rights Entry to Sencha or any other party under these Terms. Sencha may request written proof of ownership of or adequate license to Entrant of any Entry. Failure to timely provide adequate proof of ownership or sufficient license rights in any content included in the Entry (as determined by Sencha in its sole discretion) may result in the Entrant being disqualified and all Entries deemed void.

All Entries must be entirely in the English language. Entries must have been created expressly for the purposes of entering this Hackathon. It may not have been previously published by a third party and may not have been entered into any other Hackathon, competition, or promotion.

If any part of an Entrant's Entry depicts or includes any person that is not Entrant him- or herself or, for a Team or Organization Entrant, a member of the Team/Organization, Entrant must have all permissions and rights from the individual depicted (and, if such individual is a minor, his/her parent or legal guardian) and agrees to provide Sencha with written confirmation of those permissions and rights upon request.

Entry must not create or imply any association between Sencha and any individual or entity or his, her, or its products or services, including the Entrant. Entry must not contain any recognizable third-party trademarks (including logos), trade dress, or other brand elements, including, without limitation those of Sencha. By way of example and without limiting any other provision of these Terms, Entrant may not use Sencha's Sencha trademark or its logo in any way that creates a likelihood of confusion as to source or sponsorship, including, without limitation, implying an affiliation or association between Entrant and Sencha that could potentially confuse a user regarding whether the Entry originates from or was created by Sencha. Do not use the Sencha trademark in the name of your Entry.

Entries must not infringe, misappropriate, or violate any rights of any third party including, without limitation, patent, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.

Entries must not include information or content that is pornographic or otherwise adult-oriented. Entry must not in any way violate any federal, national, state, provincial, territorial, or local laws, rules, or regulations, or any applicable laws of other applicable jurisdiction(s).

Entries may be deemed ineligible and void if any Entry, Entry title, or other content is, in Sencha's sole discretion, objectionable or inappropriate.

Entrant agrees that his, her, or its participation in the Hackathon and agreement to these Terms and any Hackathon Entity's reproduction, display, and use of the Entry in accordance with these Terms will not violate any agreement to which Entrant (or any member of a Team Entrant) is a signatory or party or any law applicable to Entrant.

Entrant agrees to indemnify Sencha and its affiliates against any and all claims from any third party for any use or reuse by Sencha of the Entry authorized under these Terms.

Sencha reserves the right in its sole discretion to disqualify from the Hackathon any Entrant (and all natural persons comprising such Entrant) whose Entry (in its sole discretion) refers, depicts, or in any way reflects negatively upon a Hackathon Entity, the Hackathon, or any other person or entity or does not comply with these Terms, including any of the above Submission Requirements.

Sencha reserves the right to contact Entrants for verification purposes and administration of the Hackathon. All Judges' decisions are final and binding in all matters relating to this Hackathon. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her/its Entry. and that he/she/it will not be entitled to any compensation or right to negotiate with Sencha because of these familiarities or similarities.

Sencha will announce the potential Prizewinners on the Hackathon Site within 7 days following the last day of the Hackathon Period. Each potential Prizewinner (including each individual member of any Team Prizewinner) may be required to complete, execute, have notarized (if applicable), and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law), tax documents, an agreement regarding licensing of the Entry), and related Prize-acceptance documents (collectively, "Prize Documents") within the time frame specified and in the form provided by Sencha, without revision, or Prize may be forfeited. The Prize Documents, if applicable, must be received by Sencha from the potential Prizewinner (including each individual member of any Team Prizewinner) within five (5) days of Sencha sending the documents to the potential Prizewinner (or other time frame as stated in the Prize Documents) or Prize may be forfeited and an alternate Prizewinner selected. If any notification or other Hackathon-related communication is returned as undeliverable, or if a selected potential Prizewinner cannot be reached or does not respond as instructed after Sencha has attempted to notify that potential Prizewinner, that selected potential Prizewinner may be disqualified and an alternate Prizewinner may be selected (time permitting and in Sencha's sole discretion). Sencha reserves the right to modify the notification procedures in connection with the selection of any alternate potential Prizewinner, if any. The Prize claim and Prize Documents are subject to verification by Sencha. In the event there are fewer eligible Entries received by Sencha than there are stated Prizes in these Terms, or that are of insufficient quality to warrant a Prize (as determined in Sencha's discretion), Sencha reserves the right to award fewer Prizes.

BY SUBMITTING AN ENTRY AND DELIVERING OR OTHERWISE CREATING AN ENTRY PRIZEWINNER WILL GRANT SENCHA THE LICENSES SET FORTH BELOW IN AND TO THE ENTRY. THIS REQUIREMENT IS NON-EXCLUSIVE. PRIZEWINNER MAY CHOOSE TO ALSO DISTRIBUTE ITS ENTRY THROUGH OTHER DISTRIBUTION CHANNELS IN ADDITION TO ANY DISTRIBUTION BY SENCHA, WHO IS NOT REQUIRED TO DISTRIBUTE ANY ENTRY CREATED AND/OR LICENSED HEREUNDER.

IF ANY POTENTIAL PRIZEWINNER DOES NOT AGREE TO THESE REQUIREMENTS, THAT ENTRANT WILL BE DISQUALIFIED AND SENCHA WILL HAVE NO FURTHER OBLIGATION OR LIABILITY TO IT (OR ANY OF ITS MEMBERS). BY SUBMITTING AN ENTRY, PRIZEWINNER WAIVES ANY RIGHT TO OBJECT TO THESE TERMS.

PRIZES, QUANTITY AND APPROXIMATE RETAIL VALUE ("ARV"):

Sencha will award a first place prize (the "Prize") in an amount equal to five thousand US dollars (\$5,000 US).

PRIZES IN THIS HACKATHON WILL BE AWARDED TO THE ENTRANT IDENTIFIED IN THE APPLICABLE ENTRY (WHETHER AN INDIVIDUAL, TEAM, OR ORGANIZATION). IF THE ENTRANT IS A TEAM THEN, UNLESS OTHERWISE DETERMINED BY SENCHA, THE PRIZE WILL BE SENT TO THE NATURAL PERSON IDENTIFIED DURING REGISTRATION AS THE

LEADER OF THE ENTRANT TEAM. Each Prize will be awarded in a single payment to applicable confirmed Prizewinner made within approximately thirty (30) days of Prizewinner verification or less.

Prize details not specifically stated in these Terms, (including the form or method of any payment) will be determined by Sencha in its sole discretion. All taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes), as well as any expenses arising from acceptance or use of the Prize and not specified in these Terms as being provided as part of the Prize, are the sole responsibility of the Prize. Sencha is not responsible for and will not replace any lost, mutilated or stolen Prize or Prize element or any Prize that is undeliverable or does not reach a Prize because of incorrect or changed contact or bank routing information. If a Prize does not accept or use the entire Prize for any reason, the unaccepted or unused part of the Prize will be forfeited, and Sencha will have no further obligation with respect to that Prize or portion of the Prize. No transfers will be made. Sencha reserves the right to substitute any stated Prize or any component thereof with another Prize or component of equal or greater value in case that the Prize is not available for unexpected reasons. Sencha reserves the right to award more than the stated Prizes either during or after the Hackathon Period. Entrants waive the right to assert as a cost of winning any Prize, any and all costs of verification and redemption and any liability and publicity which might arise from claiming or seeking to claim said Prize. No Released Party (defined below) will have any responsibility for division of Prizes among natural persons comprising any Prizewinner or winning Entrant that is a Team or Organization or any liability to any natural person not receiving a Prize who is a member of such a Team or Organization.

#### LICENSE TO PRIZEWINNER'S ENTRY:

By submitting and Entry, each Prizewinner (if the Entrant is a Team, this shall refer to each individual member of such Team holding intellectual property rights in the Entry) grants to Sencha (and its agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission (including the rights in Articles 27 and 28 of the Copyright Act of Japan) to use, edit, modify, copy, reproduce, and distribute any such Entry submitted by the Entrant (including related software) in perpetuity and in any medium now known or hereafter devised (including online and in digital media), anywhere throughout the world and in any language, without further obligation or compensation of any kind to Entrant. Each Entrant (if the Entrant is a Team, this shall refer to each individual member of such Team holding intellectual property rights in the Entry) further grants to Sencha (and its agents, successors, and assigns) the irrevocable, transferable, sublicensable, absolute right and permission (including the rights in Articles 27 and 28 of the Copyright Act of Japan) to use, edit, modify, copy, reproduce, and distribute any of Entrant's trade names or trademarks, including logos, and the names of its members, as applicable) in perpetuity and in any medium now known or hereafter devised (including online and in digital media), anywhere throughout the world and in any language, without further obligation or compensation of any kind to Entrant, for the purposes of

administering this Hackathon and, with respect to Prizewinners. for Sencha' advertising, trade, promotional and publicity purposes, and shall not exercise its moral rights (the right to make any Entry public, right to determine the display of the Entrant's name, and right to preserve the integrity of any Entry).

Aside from the rights granted to Sencha under these Terms, Entrant remains (as between Entrant and Sencha) the owner of all right, title, and interest in and to the Entrant's Entry. Without limiting the foregoing, Entrant understands and agrees that, by submitting his/her/its Entry, Entrant's Entry may be made publicly available for distribution to and/or download and use by and Entrant Prizes to Sencha the right and permission to use, publish, and otherwise publicly perform and distribute its Entry and other Entry content at its discretion.

Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and Sencha is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to submit his/her/its Entry for purposes of the Hackathon does not place Sencha in a position that is any different from the position held by members of the general public with regard to elements of the Entry, other than as set forth in these Terms. (For the sake of clarity and without limiting the foregoing, these Terms do not purport to modify the terms of any separate agreement between Sencha and any Entrant, including any confidentiality or non-disclosure agreement.) Each Entrant understands and acknowledges that Sencha has wide access to ideas, text, images, code, applications, software, and other creative materials. Each Entrant also acknowledges that many ideas for games, other applications, or online services may be competitive with, similar to, or identical to its Entry and/or each other in idea, function, components, format, or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Hackathon Entity's use of any such similar or identical material that has or may come to Sencha from other sources. Each Entrant acknowledges and agrees that Sencha has no nor will it in the future have any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Entrant's patent, copyright or other proprietary rights in and to his/her/its Entry or any other part of its Entry. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Hackathon Entity's actual or alleged exploitation or use of any Entry, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sencha application, service or other property, and Entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

**LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES: NOTHING IN THESE TERMS LIMITS, EXCLUDES, OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY ANY STATUTORY CONSUMER GUARANTEE OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE TERMS WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). SUBJECT TO THE LIMITATIONS IN THE PRECEDING SENTENCE AND**

TO THE MAXIMUM EXTENT PERMITTED BY ANY MANDATORY PROVISIONS OF APPLICABLE LAW, SENCHA AND ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") EXCLUDE FROM THESE TERMS ALL CONDITIONS, WARRANTIES, AND TERMS IMPLIED BY STATUTE, GENERAL LAW, OR CUSTOM, EXCEPT FOR LIABILITY IN RELATION TO A NON-EXCLUDABLE GUARANTEE. SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY (i.e., DEFEND AND/OR REIMBURSE) THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE, OR AWARDED OF A PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY HACKATHON- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OFF PERSON OR PROPERTY (HOWEVER (BUT ONLY IF REQUIRED BY LAW IN YOUR JURISDICTION), THIS RELEASE, HOLD HARMLESS, AND INDEMNIFICATION COMMITMENT DOES NOT APPLY TO CASES OF FRAUD OR BODILY INJURY OR LOSS OF LIFE OR TO THE EXTENT THAT ANY DEATH OR PERSONAL INJURY IS CAUSED BY THE NEGLIGENCE OF SENCHA OR A THIRD PARTY, WHERE LIABILITY TO THE INJURED PARTY CANNOT BE EXCLUDED BY LAW). EACH PRIZEWINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE (EXPRESS OR IMPLIED, IN FACT OR IN LAW), WHETHER NOW KNOWN OR HEREINAFTER ENACTED, BEYOND ANY NON-EXCLUDABLE GUARANTEES.

#### ADDITIONAL DISCLAIMERS:

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Entrant (or a member of any Entrant Team or Organization), or by human error (except to the extent that any of the following occur for reasons within Sencha's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): Any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Hackathon-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Hackathon-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Hackathon or the processing of Entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Hackathon or receipt or use of any Prize. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of Entrant or any third



party based on use by such party of Entrant's Entry or other Entry made available as part of this Hackathon or based on any use by Entrant of the Entry or Entry of any other participant in this Hackathon. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. No Released Party is responsible or will have any liability for any purported Entry (including, without limitation, any Progress Video) that is rejected for any reason at any time prior to the award of the Prizes in this Hackathon, Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any Entrant or Prizewinner (or any person claiming through such Entrant or Prizewinner) for failure to supply a Prize or any part thereof in the event that any of the Hackathon activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sencha in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

The following specific terms only apply for Entrants that reside in Germany. If you have your habitual residence in Germany, the Additional Disclaimers section of these Terms and the Limitations of Liability & Disclaimer of Warranties section of these Terms do not apply to you. Instead, the following Section does apply to you:

SENCHA AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, REPRESENTATIVES AND AGENTS (THE "INDICATED PARTIES") SHALL BE LIABLE AS FOLLOWS:

(I) THE INDICATED PARTIES SHALL BE FULLY LIABLE FOR INTENT AND GROSS NEGLIGENCE AS WELL AS FOR DAMAGES CAUSED BY INJURY TO LIFE, BODY OR HEALTH.

(II) IN AN EVENT OF NEGLIGENCE, THE INDICATED PARTIES SHALL BE LIABLE ONLY FOR BREACHES OF A MATERIAL CONTRACTUAL OBLIGATION (CARDINAL DUTY). A "CARDINAL DUTY" IN THE MEANING OF THIS PROVISION IS AN OBLIGATION WHOSE FULFILLMENT MAKES THE IMPLEMENTATION OF THIS CONTRACT POSSIBLE IN THE FIRST PLACE AND ON THE FULFILLMENT OF WHICH THE CONTRACTUAL PARTNER MAY THEREFORE GENERALLY RELY.

(III) IN A CASE ACCORDING TO CLAUSE (II), THE INDICATED PARTIES SHALL NOT BE LIABLE FOR ANY LACK OF COMMERCIAL SUCCESS, LOST PROFITS AND INDIRECT DAMAGES.

(IV) LIABILITY IN ACCORDANCE WITH THE ABOVE CLAUSES (II) AND (III) SHALL BE LIMITED TO THE TYPICAL, FORESEEABLE DAMAGES.

(V) ANY POTENTIAL LIABILITY ON THE PART OF THE INDICATED PARTIES FOR ANY WARRANTIES AND FOR CLAIMS BASED ON THE GERMAN PRODUCT LIABILITY ACT SHALL REMAIN UNAFFECTED.

#### GENERAL RULES:

By entering this Hackathon (except where prohibited by law), each natural person signing these Terms as part of an Entry (as the Entrant or as an Entrant Team or Organization) grants Sencha the irrevocable, sublicensable, free-of-charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, 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 in Sencha's sole discretion) for advertising, trade, promotional and publicity purposes related to the Hackathon and the awarding of Prizes without further obligation or compensation of any kind to him or her, anywhere worldwide, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet) without any limitation of time and without notice, review or approval, and each such person releases Sencha from any and all liability related to such authorized uses. Nothing contained in these Terms obligates Sencha to make use of any of the rights granted herein and each natural person granting publicity rights under this provision waives any right to inspect or approve any such use.

Sencha's decisions will be final in all matters relating to this Hackathon, including interpretation of these Terms, acceptance or rejection of Entrants, Entries, or selection of the Prizewinners, and awarding of the Prizes. All Entrants, as a condition of entry, agree to be bound by these Terms. Failure to comply with these Terms may result in disqualification from the Hackathon. Participants further agree to not damage or cause interruption of the Hackathon and/or prevent others from participating in the Hackathon. Sencha reserves the right to restrict or void participation from any IP address, email address or domain, device, or other designator or identifiable source if any Entry and/or participation is suspected to be fraudulent, as determined by Sencha in its sole discretion. Sencha reserves the right, in its sole discretion, to void Entries or other participation by any person or entity who Sencha believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Hackathon. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Hackathon-related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by Sencha in its

sole discretion. Participants waive any right to claim ambiguity in the Hackathon or these Terms. If Sencha determines (at any time and in its sole discretion) that any Prizewinner or potential Prizewinner is disqualified, ineligible, in violation of these Terms, or engaging in behavior that Sencha deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person or entity, Sencha reserves the right to disqualify such Prizewinner or potential Prizewinner, even if the disqualified Prizewinner or potential Prizewinner may have been notified or displayed or announced anywhere. Sencha's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Hackathon is not capable of running as planned for any reason, Sencha reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon and award the Prizes based on eligible, non-suspect Entries received prior to cancellation, modification, or suspension, if any, or as otherwise deemed fair and appropriate by Sencha. If any person supplies false information, participates or submits Entries or is otherwise determined to be in violation of these Terms in an attempt to obtain a Prize, Sencha may disqualify that person (and any Entrant on the behalf of which such person participated in the Hackathon) and seek damages from him or her and that person may be prosecuted to the full extent of the law. If any dispute regarding an Entry cannot be resolved to Sencha's satisfaction, such Entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE HACKATHON MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SENCHA MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

#### DISPUTES/GOVERNING LAW:

Except where prohibited by law, any and all disputes, claims, and causes of action between a participant and any Released Party arising out of or connected with this Hackathon, the determination of any Prizewinner, or any Prize awarded must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than the participant's actual out-of-pocket expenses (if any), not to exceed twenty-five dollars (\$25 USD) and each participant further waives all rights to have damages multiplied or increased.

This Hackathon and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of Texas, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause

the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to this Hackathon (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over Travis County, Texas, US, and each entrant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Hackathon.

**PRIVACY STATEMENT FOR AUSTRALIAN ENTRANTS:** Entrants' personal information will be collected to enable the Sencha and its agencies to administer and promote this Hackathon (and its Prizewinners). The personal information of Prizewinners may be provided to third parties assisting in the conduct of the Hackathon, including Prize suppliers and deliverers, and for publicity purposes surrounding the Hackathon. If the personal information requested is not provided, the entrant may not participate in the Hackathon. Entrants' personal information may be disclosed outside Australia, including to the United States. By entering this Hackathon, the Entrant consents to the use of their personal information as described. If an Entrant does not truthfully provide all requested personal information, the Sencha may determine that the Entrant is not eligible to win a Prize. Sencha's privacy policy at [sencha.com](http://sencha.com) contains information about how Entrants can contact Sencha with questions about how Sencha collects, uses, and shares their personal information.

**TERMS/WHO WON?:** A copy of these Terms and information about who won is available by sending an email with the subject line "Sencha Designer Hackathon – Terms" or "Sencha Designer Hackathon – Who Won?" (as applicable) to [communications@sencha.com](mailto:communications@sencha.com). Terms requests must be received no later than the end of the Hackathon Period. Requests for Prizewinner information must be received no later than three (3) months after the end of the Hackathon Period. During the Hackathon Period, these Terms will also be available by visiting [sencha.com/mission-open-architect](http://sencha.com/mission-open-architect).

Sencha, Inc., 10801 N Mopac Expressway, Building 1, Suite 100, Austin, Texas 78759.

**Addition to Terms (June 11, 2020):** Entrants outside the territories listed in our Eligibility section may request an exception by emailing [communications@sencha.com](mailto:communications@sencha.com).

**Addition to Terms (July 16, 2020):** The Hackathon Period is extended to end on July 31, 2020, unless extended again at Sencha's discretion..