Ballerina Hacktoberfest 2023 Terms and Conditions

A. Code contributions

Participation Rules.

- **STEP 1**: Choose an issue from the project board.
- STEP 2: Leave a comment saying you are working on the issue, for the issue to be reserved for you.
- **STEP 3**: Once ready, submit the PR on Github, address the review comments if there are any, and get it merged.
- **STEP 4**: If your PR is merged, you are required to submit the <u>form</u> with the PR details and other information.

The above process must be followed in order to be eligible for the reward.

The deadline to submit the form is October 31, 2023, 11:59 PM PST.

B. Low-code/no-code contributions

Participation Rules.

- Any type of written or video content including but not limited to tutorials, comparisons, introductory content, etc shall be accepted for the completion.
- Publish your content and share the URLs via the form.

The deadline to submit the form is October 31, 2023, 11:59 PM PST.

Eligibility.

The event is open to individuals of all ages. If participants are under the age of thirteen (13), consent of a parent or guardian to participate is required. Additionally, in the event we select a winner who is below the age of eighteen (18), they must obtain consent from their parent or guardian to receive any eligible prizes. Any participant or winner shall be disqualified if such person is a sanctioned individual as per USA, UK or the EU regulations or is from an entity or nation sanctioned or embargoed by one of the above countries or is in any other way not permitted by law to receive their winnings .

Data Collection.

As part of the registration for this event, we will collect your personal information as specified on this form. This data includes but is not limited to Name, Email address, GitHub username, Choreo organization ID (If applicable), Discord username, and any other information required during or after registration for Hacktoberfest (Physical mailing address, etc.). Data is processed in accordance with our privacy policy.

Original Works of Competitors.

The participants warrant that all submissions are their original works and that they have all ownership, rights, title, and interest to or have obtained all necessary licenses, permissions, and approvals required to create and publicly display their code or no-code content and to copy,reproduce and distribute the same in WSO2 websites and marketing materials. In the event WSO2 finds plagiarized or improperly licensed content within submissions, these will be disqualified.

The participants warrant that they will comply with all applicable laws and regulations including, without limitation regulations governing U.S. economic sanctions programs and all other applicable laws and regulations that govern export control, and economic sanctions.

Ownership.

The winners shall grant to WSO2 a worldwide, perpetual, irrevocable, royalty-free transferable right and license to use, copy, reproduce, edit, modify, and distribute in any medium for the no code content and all participants shall grant the contribution license included when merging any code content on Github.

WSO2 reserves the right to use, distribute, edit, and/or make available on its website (or any other publicity or promotional materials) the no code content/ URL of the winning no code content.

Indemnity.

The Participants shall fully indemnify and defend at their expense any suit brought against WSO2 and will pay any settlement WSO2 makes or approves, or any direct damages (excluding amounts awarded for reputation harm or business impact) finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the no code content misappropriated any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or patent in the United States, or worldwide (an "IP Claim"). The indemnifying party's obligations as set forth above are expressly conditioned upon complying with each of the following: (i) the indemnified party must promptly notify the indemnifying party in writing of any threatened or actual claim or suit, and (iii) the indemnified party must cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

Winner Selection.

The winners of this hackathon will receive prizes as mentioned on the Ballerina Hacktoberfest website (https://ballerina.io/hacktoberfest/). Selection of winners will be made by a panel of judges from WSO2 LLC, whose decisions on all matters relating to the event shall be final. Winners will be notified via email to the email address submitted with their entry. WSO2 reserves the right to amend the prizes awarded at their sole discretion.

Notices.

All the announcements and discussions will be done via Discord. Join our Discord in order not to miss any

important updates.

Governing law.

These Terms and Conditions will be governed by the laws of California. Any disputes arising from these Terms and Conditions will be determined and settled by arbitration in Santa Clara, California in accordance with the rules of the American Arbitration Association ("AAA"). The award rendered by the arbitrator shall be final and binding on the parties thereto, and judgment may be entered in any court of competent jurisdiction. Nothing in the above provision shall prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief.