

TERMS AND CONDITIONS

By participating in the Hackathon, you agree to be bound by these terms and conditions (“**Terms**”). These Terms consist of “Part A – Hackathon Details” and “Part B – General Terms and Conditions”.

If an entrant (“**you**”) does not accept these Terms, you must not participate in the Hackathon and will not be eligible for any Prizes offered in the Hackathon.

Part A – HACKATHON DETAILS

TERM	DESCRIPTION
Promoter	HERE International LLC. with its registered office at Level 1, 4-12 Amsterdam Street, Richmond, VIC 3121 Australia
Hackathon	<p>#HackForBetterDays</p> <p>We are facing a challenging time - a global COVID-19 pandemic has impacted the lives of millions of people and has changed the structure of societies and the way we do things in an unprecedented way. Doing things the way we once did is no longer an option and it may take months before the situation stabilises. Our families, friends, colleagues and the broader community needs solutions which help them adapt to our new changing reality.</p> <p>As a call to action, HERE Technologies in partnership with many other global and local organisations, is organising the #HackForBetterDays, a fully online, virtual 30-day hackathon across Asia Pacific!</p> <p>#HackForBetterDays will bring enthusiastic and innovative individuals and teams together and ask them to use location and other disruptive technologies to build apps and solutions to help the community adapt and respond to the issues caused by COVID-19.</p> <p>In this Hackathon, the following streams are available for entry:</p> <p style="padding-left: 40px;">1. Stream 1: Build an App</p> <p>#HackForBetterDays's mission is to search for and build innovative solutions to respond to the needs of society in these turbulent times. We want individuals and teams to develop apps in either of the following sub-streams:</p> <ul style="list-style-type: none"> (a) Sub-stream A: Your app should primarily address the challenges currently facing society as a result of COVID-19. (b) Sub-stream B: Your app should primarily address challenges society may face in the future when recovering from the impacts of COVID-19. (c) Sub-stream C: Your app should primarily address challenges faced by governments and agencies to better respond to potential large-scale disruptive events (e.g. global pandemics). <p>Stream 1: Build an App (including all the above sub-streams) is open to both Eligible Individuals and Teams.</p> <p>Your app MUST have a location component and use HERE’s location services (i.e. Maps and/or APIs and/or SDKs). Your app can be developed using the technologies provided by HERE and the participating industry partners. Disruptive technologies from other providers are also permitted.</p>

	<p>2. Stream 2: Build a Map</p> <p>We have a visualisation stream that individuals can enter by using existing data from various sources (e.g. open data portals) and HERE’s map making platform, HERE Studio, to create a live interactive and informative map to help your community with their needs – e.g. identify the location of critical resources, dangerous areas, POIs that are still open, etc.</p> <p>Stream 2 (Build a Map) is only open to Eligible Individuals (even those who are also participating in Stream 1 (Build an App)). Teams are not eligible to enter.</p> <p>You should submit your submission in accordance with these Terms (“Hackathon Submission”).</p>
Eligible Entrants	<p>The Hackathon is open to:</p> <p>(a) individual persons who:</p> <ul style="list-style-type: none"> (i) legally reside in the Territory; (ii) are at least the age of majority where they reside as at the time of entry¹; (iii) have registered via the Hackathon Portal; and (iv) who are not prohibited from participating under the Disqualifying Criteria, or otherwise prohibited from participating pursuant to these Terms (“Eligible Individuals”); and <p>(b) teams of up to seven (7) Eligible Individuals (“Teams”)².</p> <p>Participation in this Hackathon is free of charge and no purchase is necessary.</p>
Territory	The Asia-Pacific region, which includes the countries listed in the table in “Part C – APAC Region”.
Maximum Number of Entries	Only one entry is allowed per Eligible Entrant per stream or sub-stream. Eligible Individuals can participate in both streams.
Hackathon Period	Start Date/Time: 00:00 AEST on 24 April 2020 Close Date/Time: 23:59 AEST on 24 May 2020
Entry Method	<p>Details on how to enter and register for the hackathon are set out in the portal: https://developer.here.com/hackforbetterdays (“Hackathon Portal”).</p> <p>To enter Stream 1 (Build an App), you (and your team) must register by 23:59 AEST on 14 May 2020 and submit your Hackathon Submission before the end of the Hackathon Period.</p>

¹ Individuals under the age of majority must have parental/guardian approval to enter and the parent/guardian agrees to the Terms.
² Eligible Individuals are permitted to compete individually or as a part of a Team, but are only permitted to be a part of one (1) Team.

	<p>To enter Stream 2 (Build a Map), you must submit your Hackathon Submission before the end of the Hackathon Period.</p>
<p>Judging Criteria</p>	<p>At the end of the Hackathon Period, all Hackathon Submissions will be judged by a panel of judges made up of representatives from the Promoter and/or the participating industry partners.</p> <p>Each valid Hackathon Submission will be individually judged based on the following criteria, as determined by the judge(s).</p> <ol style="list-style-type: none"> 1. Stream 1: Build an App judging criteria: <ol style="list-style-type: none"> (a) Use of HERE's location services (e.g. Maps and/or APIs and/or SDKs) (mandatory requirement) (b) Relevance and Innovation (20%) (c) Feasibility & Completeness (20%) (d) Design and Usability (30%) (e) Impact and Scalability (30%) 2. Stream 2: Build a Map judging criteria: <ol style="list-style-type: none"> (a) Creative use of HERE Studio (20%) (b) Relevance (20%) (c) Visualisation quality (colours, style, icons, features, etc) (20%) (d) Importance to / impact on the community (30%) (e) Effective use of existing data sources (or first-hand knowledge about the community) (10%)
<p>Submission Requirements</p>	<p>Each valid Hackathon Submission should comply with the following requirements.</p> <p>All information and materials in your Hackathon Submission must be in English or, if not in English, the Eligible Entrant must be willing to provide an English translation of the materials submitted.</p> <ol style="list-style-type: none"> 1. Stream 1: Build an App submission requirements: <ol style="list-style-type: none"> (a) Each team (consisting of Eligible Entrants) will be required to submit a slide deck of no longer than 10 slides, containing the following: <ul style="list-style-type: none"> • Name of the project, Name of the team and group members and their contacts (and roles in the team) - (1 slide) • Project summary (incl. problem and the solution) - (up to 3 slides) • App architecture and technologies used (2-4 slides) • App screenshots (up to 2 slides) • Nomination for any category prizes (1 slide) - choose amongst the existing category prizes (c) A maximum 5 minutes long video addressing the judging criteria for the build an app challenge and also demo of the app (d) Hackathon Submissions will be done via a dedicated submission form. More details on submission process will be announced during the Hackathon. (e) To be eligible for partners' category prizes, you should nominate the partner in your Hackathon Submission. (f) Apps MUST be new and built for this Hackathon. If you wish to use your previous code, it should be open sourced and publicly available to all other participants as of 28 April 2020. (g) No code will be required for Hackathon Submission. However, the finalists and winners may be subject to code review.

	<p>2. Stream 2: Build a Map submission requirements: Each Eligible Entrant should submit their maps by sending an email to hackforbetterdays@here.com and include:</p> <ul style="list-style-type: none"> • Subject line: “Build A Map submission” • Your name and details (email, country) • The URL to your map • A presentation (no longer than 5 slides) to showcase <ul style="list-style-type: none"> • The importance of the map to your community • What society’s challenge you are trying to address by producing this map • What data or other tools you used and from where (list them)
<p>Judging Process / Winner Determination</p>	<p>The Hackathon is a game of skill, and chance plays no part in determining the Winner.</p> <p>1. Stream 1: Build an App judging process:</p> <p>(a) Round 1 – sub-regional judging</p> <ul style="list-style-type: none"> • 24-29 May 2020 – The submitted presentations of the teams consisting of Eligible Entrants will be judged against the Judging Criteria. The presentations MUST NOT be any longer than 5 minutes. • 29 May 2020 – final decision for determining sub-regional winners and finalists will be made. • 30 May 2020 – finalists announced. <p>(b) Round 2 – APAC Finals</p> <ul style="list-style-type: none"> • 1 June 2020 - 4 June 2020 – Finalist teams (consisting of Eligible Entrants) present their Hackathon Submissions and are judged against the Judging Criteria. The finalists will virtually present their projects to judges for 10 minutes + 2 minute Q&A. • 4 June 2020 – all points will be calculated and winners will be determined. • 5 June 2020 – Closing ceremony and announcement of the winners <p>2. Stream 2: Build a Map judging process:</p> <ul style="list-style-type: none"> • The judging period will be 25 May – 1 June. The submissions by participants will be judged by appointed judging panels and based on the indicated judging criteria (“Judging Criteria”). • All points will be calculated and the winners will be determines on 2 June. • The winners will be announced during the Closing Ceremony on 5 June.

	<p>The best valid Hackathon Submissions in each Stream, as determined by the judge(s), will be the winners of the Prize (“Winner”).</p> <p>Note that the presentations may be recorded for further judging requirements (disputes, etc).</p>
Prizes	<ol style="list-style-type: none"> 1. Stream 1: Build an App judging process: <ul style="list-style-type: none"> • First place – US\$5,000 • Second place – US\$3,500 • Third place – US\$2,000 • Additionally, third party industry partners may award bonus prizes for Hackathon Submissions that make use of their technology, products and services. • Sub-regional winners will receive a swag pack including merchandise from HERE and the partners. 2. Stream 2: Build a Map submission requirements: <ul style="list-style-type: none"> • First place – US\$1,000 and a HERE t-shirt • Second place – US\$500 and a HERE t-shirt • Third place – US\$500 and a HERE t-shirt • Fourth place – US \$150 and a HERE t-shirt • Fifth place – US \$100 and a HERE t-shirt
Total Pool Value for Prize	US\$12,500 cash prizes plus other merchandises up to US\$4,200. This excludes the category prizes from the hack partners which will be announced during the hack period.
Winner Notification	The Winner will be announced on 5 June 2020 and notified by email by 23:59 AEST on 15 June 2020, using the contact details provided in the entry.
Claim Period	The Winner must respond by email by 23:59 AEST on 25 June 2020, and provide proof of eligibility in order to claim the Prize. If the Winner does not claim the Prize by this date, the Winner will forfeit the Prize.
Unclaimed Prize	If, after making all reasonable attempts, the Promoter cannot contact the Winner or if the Winner does not claim the Prize within the Claim Period, the Promoter may, at its sole discretion, select the entrant with the next best entry as the winner or retain the unclaimed Prize.
Prize Delivery	To claim the Prize, the Winner must provide the Promoter with a mailing address, bank details or such other information required by HERE for the delivery of their Prize. The Promoter will, at its expense, deliver the Prize to the Winner within a reasonable time from the date the Promoter receives the required information from the Winner.
Undeliverable Prize	If the Prize is returned to the Promoter or undeliverable for whatever reason, the Promoter may, at its sole discretion, re-deliver, re-distribute or retain the returned Prize.
Publicity	The Winner must, at the Promoter’s reasonable request, participate in all promotional and publicity activities (such as photography, filming and/or social media) surrounding the winning of the Prize. Each Eligible Entrant (including the Winner) consents to the Promoter using his or her name and photos in promotional material.

<p>Disqualifying Criteria</p>	<p>The Hackathon is not open to:</p> <ul style="list-style-type: none"> (a) employees of the Promoter or its affiliates, their immediate family members* and agents** or anyone professionally linked to this Hackathon; (b) any individual or organization resident or domiciled in a place where local law would otherwise prohibit participating or offering or receiving a Prize in the Hackathon; (c) any individual that is the subject of sanctions administered or enforced by any country or government or otherwise designated on any list of prohibited or restricted parties (including but not limited to the lists maintained by the United States of America, the European Union or its Member States, or other relevant countries or government authorities); (d) any individual residing in a place that is the subject of country-wide or territory-wide sanctions (including Cuba, Sudan, Iran, North Korea, Syria and any other country designated by the United States of America, the European Union or its Member States, or other relevant countries or government authorities); and (e) any other individual whose participation in the Hackathon would create, in the sole discretion of the Promoter, a real or perceived conflict of interest or bias. <p>* “Immediate family members” include the individual’s spouse or domestic partner, children or stepchildren, parents or stepparents, and siblings or stepsiblings.</p> <p>** “Agents” include individuals or organizations acting on behalf of, and at the direction of, another through a contractual or similar relationship.</p>
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Part B – GENERAL TERMS AND CONDITIONS

1. How to enter

- 1.1 To enter the Hackathon, Eligible Entrants must follow the Entry Method and provide a Hackathon Submission during the Hackathon Period as set out in Part A.
- 1.2 An entry is deemed to be accepted at the time the entry is received by the Promoter (and not at the time of submission by the entrant).
- 1.3 The Promoter accepts no responsibility for any lost, delayed, misdirected, undelivered or unreceived entries for whatever reason, including for any technical reason. Proof of delivery of the entry is not proof of receipt by the Promoter.
- 1.4 There is no entry fee and no purchase is required to enter this Hackathon.

2. Valid Entries

- 2.1 Entries on behalf of another person/team or joint submissions by two separate Eligible Entrants are not allowed.
- 2.2 You may submit up to the Maximum Number of entries as set out in Part A. If you submit multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted.
- 2.3 Multiple entries (where permitted) must be submitted separately, and each entry must be unique and original.
- 2.4 The Promoter reserves the right to verify the validity of entries and entrants at any time. This includes requiring an entrant to provide the Promoter with proof of age, identity and/or residency, using suitable identification as determined by the Promoter at its sole discretion.
- 2.5 The Promoter may disqualify any entrant, if the Promoter considers at its sole discretion, that the entrant has breached any part of these Terms, tampered with the entry process or engaged in any improper conduct calculated to jeopardise the fair and proper operation of the Hackathon.

3. How to win

- 3.1 The Hackathon is a game of skill, and chance plays no part in determining the Winner.

- 3.2 All entries will be judged in accordance with the Judging Process and Judging Criteria as set out in Part A, or such other process and/or criteria as notified to you from time to time.
- 3.3 The judges' decision is final and not reviewable and no challenges to the final decision will be considered or accepted.

4. Prizes

- 4.1 Subject to applicable laws, the Winner will be awarded the Prizes as set out in Part A (as applicable).
- 4.2 Prizes may be subject to additional terms and conditions.
- 4.3 Prizes are non-transferable and may not be offered for resale, resold, or redeemable for cash.
- 4.4 The Winner is (and the Promoter is not) responsible for any tax, custom charges or other costs arising from the Prize winnings.
- 4.5 The Winner is required to independently declare and pay any applicable taxes and charges that a Prize may give rise to in the Winner's jurisdiction. Notwithstanding the foregoing, and without prejudice to Clause 4.6 below, the Promoter may, where legally required to do so, withhold the Prize (or part thereof).
- 4.6 If for whatever reason a Prize (or any part of it) is unavailable at the time the Winner is announced, the Promoter reserves the right to substitute any Prize (or any part of it) for an item of similar value. The Promoter accepts no responsibility for any variation in the value of the Prize (or any part of it).
- 4.7 The Promoter will not compensate any Prize that cannot be redeemed or received by a Winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.

5. How Winner will be notified

- 5.1 The Winner will be notified on the date and in the manner as set out in the Winner Notification section in Part A.
- 5.2 If the Prize has not been accepted or claimed within the Claim Period as set out in Part A, the relevant Winner's entry will be deemed invalid, and the Promoter will, at its

sole discretion, redistribute or retain the Prize in the manner as set out in the Unclaimed Prize section in Part A.

5.3 The Promoter will deliver the Prizes in accordance with the Prize Delivery section as set out in Part A.

5.4 To the maximum extent permitted, the Promoter accepts no responsibility for lost, delayed, damaged, undelivered, misdirected, or unreceived Prizes or mail. The Promoter may, in its sole discretion, re-deliver, re-distribute or retain any undelivered or returned Prize as set out in the Undeliverable Prize section in Part A.

6. Privacy

Information to be provided pursuant to Article 13 of, Regulation (EU) 679/2016 (the General Data Protection Regulation, GDPR)

6.1 Personal data provided voluntarily will be processed, primarily using electronic methods and analysis tools, including for statistical analysis, by the Promoter (and its affiliates) for completion of all stages relating to the Hackathon. In addition, it will be processed so as to comply with administrative regulations and other general obligations imposed by current Dutch law and by EU decisions and stored for the period of time established by these regulations. It is obligatory to provide the data requested for the aforesaid purposes and failing to do so will make it impossible to carry out management operations relating to the Hackathon and to comply with legal requirements.

6.2 Subject to their express consent, the Winner's data may be published via communications media, including on the internet, and in informational and promotional material in digital and paper form.

6.3 Additionally, subject to your express consent (i) your data may be processed by the Promoter (and its affiliates) or shared with third parties for the purposes of distributing promotional and marketing information, including sending newsletters, promotions of goods and services, vouchers, surveys and market research (this promotional contact

will be made via email, telephone, text message, and/or by post).

6.4 Where you have consented to promotional contact (marketing), the data will be stored in the archives of the Promoter (or its affiliates) for as long as it is considered that there is still an interest in the services about which you requested information, or following the exercise of your rights to object to processing for marketing purposes. In this case also, once the storage period has expired the data will be anonymised to produce statistics, and all identifying data will be destroyed by deleting it from our archives.

6.5 The persons authorised for data processing are sales and marketing personnel, call centre staff, and IT systems and data security personnel.

6.6 Pursuant to Articles 15-21 of the GDPR, by writing to the Promoter at their postal address or by email oceania.community@here.com, you may exercise your rights to consultation, modification, erasure and the right to be forgotten, the right to restriction of processing or to object to processing on legitimate grounds or for informational and promotional reasons, including via certain means of contact only (e.g. email, landline and mobile phone, text message, by post). If not specific, the objection will be extended to all means of contact. Should you revoke your consent, which you may do at any time, it is understood that this shall not prejudice the legality of processing based on consent previously given or alternative mechanisms of consent provided by law. You also have the right to file a complaint with the supervisory authorities to enforce your rights. Again, by sending an email to oceania.community@here.com, you may request a full and updated list of those responsible for data processing. The Data Protection Officer can be contacted via email henri.kujala@here.com and/or tel. +4930200073152 for information relating to data processing.

6.7 Lastly, you have the right to data portability, namely to receive your personal data in a structured, commonly used and machine-readable format and the right to transmit that

data directly to another independent controller, so that the latter may process it within the limits you have set.

7. Your Obligations

- 7.1 When participating in the Hackathon, you must comply with these Terms and all applicable laws and regulations, including intellectual property, privacy, antidiscrimination and criminal laws.
- 7.2 Without limiting the previous paragraph, you must not submit any content or material that:
(a) infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party; (b) contains any virus or other damaging material; (c) is inappropriate, defamatory, abusive, obscene, vulgar, offensive, involves unlawful discrimination, threatens, intimidates or harasses any person; or (d) is otherwise inconsistent with the spirit of the Hackathon or which is potentially damaging to either the Promoter or any third party's image or reputation.
- 7.3 You warrant to the Promoter that: (a) you are eligible to participate in the Hackathon in accordance with these Terms; (b) you have not and will not breach these Terms; (c) all contents and materials you submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party; and (d) to the best of your knowledge, all details provided with the entry are true and accurate.
- 7.4 A breach of the warranty set out in this section will result in the entry being invalid.
- 7.5 You indemnify the Promoter (and will keep the Promoter indemnified) against all losses, damages and costs incurred by the Promoter arising from or in connection with your breach of the Terms.

8. Intellectual Property

- 8.1 Unless otherwise agreed between you and the Promoter in writing, you grant the Promoter a worldwide, non-exclusive, royalty-free, licence-fee-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, display, publish, distribute, perform, broadcast, communicate, and exploit the content and materials you

submitted as part of your entry (including your name and comments) for any purpose (including promotional, marketing or publicity purposes).

- 8.2 You agree that the Promoter and its authorised licensees may do (or omit to do) any acts in respect of your content which may otherwise constitute an infringement of your moral rights. Without limiting the foregoing, you agree that the Promoter may fail to attribute you as the author of the content, and that the Promoter may publish an edited or adapted version of your content, for legal, editorial or operations reasons.

9. No Warranty

- 9.1 The Promoter does not guarantee that access to the Hackathon Portal will be uninterrupted or that it is free from viruses or anything else which may damage any computer which accesses the Hackathon Portal or any data on such a computer.
- 9.2 The Promoter makes no representation or warranty in relation to any of the Prizes (including quality, suitability or merchantability).
- 9.3 Nothing in these Terms restricts, excludes or modifies (or purports to restrict, exclude or modify) any statutory consumer rights under any applicable law.

10. General

- 10.1 To the fullest extent permitted by law, by participating in this Hackathon, each entrant agrees to release, discharge and hold harmless Promoter, its parents, affiliates and subsidiaries for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Hackathon or any Hackathon related activity or the acceptance, possession, use or misuse of any awarded Prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of Promoter's intentional or gross negligence.
- 10.2 The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.

- 10.3 The Hackathon may be communicated to entrants through various channels at the sole discretion of the Promoter: direct mail, newsletter, the Promoter's social media channels.
- 10.4 This Hackathon is in no way sponsored, endorsed or administered by, or associated with: (a) Facebook, Twitter, LinkedIn, or any other social network or media; (b) the industry partners; or (c) any other third party.
- 10.5 If this Hackathon is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), epidemics, pandemics, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Hackathon, the Promoter reserves the right, in its sole discretion (a) to disqualify any entrant; or (b) modify, suspend, terminate or cancel this Hackathon, as appropriate.
- 10.6 If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms, the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 10.7 You agree to comply with all applicable export control and sanctions laws and regulations of the United States of America, of member States of the European Union, and any other relevant country ("**Export Control Laws**"). You will not violate and/or will not cause the Promoter to violate any Export Control Laws.
- 10.8 The Promoter reserves the right, in its sole discretion, to modify, the terms and conditions of this Hackathon or of these Terms. The Promoter's decisions regarding any aspect of the Hackathon is final.
- 10.9 This Hackathon shall be governed by Australian law and subject to the exclusive jurisdiction of the courts of Australia.
- 10.10 Any queries regarding the Hackathon should be directed to

hackforbetterdays@here.com during normal business hours in Melbourne VIC, Australia.

Part C – APAC Region

Country	Sub-region
Brunei Darussalam	SEA
Burma (Myanmar)	SEA
Cambodia	SEA
China	NA
Guam	NA
Hong Kong-China	NA
Hong Kong-China - S	NA
India	SA
Indonesia	SEA
Japan	NA
Korea, Democratic People's Republic	NA
Laos	SEA
Macau-China	NA
Macau-China - S	NA
Malaysia	SEA
Mongolia	NA
Northern Mariana Islands	NA
Palau	NA
Papua New Guinea	OC
Paracel Islands	NA
Philippines	SEA
Singapore	SEA
Solomon Islands	OC
South Korea	NA
South Korea - S	NA
Spratly Islands	NA
Thailand	SEA
Timor-Leste	SEA
Vietnam	SEA
American Samoa	OC
Australia	OC
Cook Islands	OC
Fiji	OC
French Polynesia	OC
Kiribati	OC
Marshall Islands	OC

Micronesia (Federated States Of Micronesia)	OC
Nauru	OC
New Caledonia	OC
New Zealand	OC
Niue	OC
Pitcairn	OC
Samoa	OC
Tokelau	OC
Tonga	OC
Tuvalu	OC
Vanuatu	OC
Wallis and Futuna	OC
Bangladesh	SA
Sri Lanka	SA
Nepal	SA

NA = North Asia
OC = Oceania
SEA = South East Asia
SA = South Asia