Hackathon Participant Agreement

This Hackathon Participation Agreement ("Agreement") is a legal agreement between Independence Blue Cross, LLC and Thomas Jefferson University (collectively, “we” or “us”) and you concerning your participation in the Hackathon that we are sponsoring on November 13 – 15, 2015 (“Hackathon”). Your clicking the "accept" icon or participation in the Hackathon constitutes your acceptance of all the terms of this Agreement. If you do not agree with the terms of this Agreement, you are not authorized to participate in the Hackathon and may not register for or participate in the Hackathon.

We appreciate your participation in the Hackathon. In the spirit of open innovation and rapid ideation, you agree that your participation in the Hackathon will be on the following terms:

1. You agree that any ideas, content or materials that you contribute (whether by yourself or as part of a team) as part of the Hackathon will not be owned by you and instead will be released into the “public domain” and you hereby waive any rights you may have in such contributions. Any ideas, content or materials that you wish to keep confidential or proprietary should not be shared at the Hackathon. We are not, you are not, and other Hackathon participants are not, bound by non-disclosure obligations with respect to any ideas, content or materials learned or disclosed as part of the Hackathon.

2. You represent and warrant that any ideas, content or materials that you contribute as part of the Hackathon is and will be your own original work. You represent and warrant that you are not restricted by anyone else, such as a current or former employer, from sharing any such ideas, content or materials with us, or other Hackathon participants, or to make such contributions part of the public domain.

3. In connection with the Hackathon referenced above, you grant us permission (a) to take photographs and/or video footage of you; (b) to use, copy, distribute, and publicly display copies of any such photographs or video footage; and (c) to use your name (or any fictional name), likeness, voice and biographical information. You understand that you are not to receive any compensation for this use. By granting this permission, you release us, from any liability to you or your heirs based on the release of photographs or video footage of you.

4. You agree to follow the instructions that we may issue from time to time during the Hackathon. Although we don’t anticipate doing so, we may end the Hackathon or your participation in the Hackathon at any time, for any or no reason, and without any obligations. You may also end your participation in the Hackathon at any time.

4. We reserve the right to change the advertised prizes and/or challenges at any time before the start of the Hackathon.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE HACKATHON, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND
WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

5. This Agreement will be binding upon your heirs, executors, administrators and other legal representatives, and will be for the benefit of us and our respective successors and assigns.

6. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regards to any applicable conflict of laws principals. Any action or proceeding arising out of or in connection with this Agreement shall be heard in a federal or state court of appropriate subject matter jurisdiction located in Philadelphia, Pennsylvania.