

Regulations of the event 'Baltathon. Hackathons for Baltic Museums', hereinafter, referred to as 'Regulations'

I GENERAL PROVISIONS

- 1 These Regulations set for the principles of the competition bearing the following name: 'Baltathon. Hackathons for Baltic Museums' (hereinafter, referred to as 'Baltathon' or 'Event').
- 2 Baltathon is the cycle of programming marathons, conducted in the form of a competition for IT enthusiasts, and held under the '*BalticMuseums: Love IT!*' project (hereinafter, referred to as "Project"), co-financed with the use of the financial means of the European Union as part of the South Baltic programme.
- 3 The Regulations set forth hereinafter are applicable to the Baltathon which shall be held in Malmö, in the period: 11 – 25th September, 2018.
- 4 The Organizer of Baltathon is the Malmö Museum, having its seat at the following registered address: Malmöhusvägen 6, 211 18 Malmö, Sweden (hereinafter, referred to as 'Organizer').
- 5 The Partners of the Organizer are Naturbornholm, having its seat at the following registered address: Grønningen 30, 3720 Aakirkeby, Denmark and Foundation of Internet Industry Development 'Netcamp', having its seat at the following registered address: Szczecin, ul. Niemierzyńska 17a, 71-441 Szczecin, Poland (hereinafter, referred to as: 'Partners of the Organizer').
- 6 The objective of Baltathon is to develop interactive, multilingual routes made available on mobile devices, which are to enrich the experiences of visitors and extend a single visit into long-term relationships.
- 7 The subject-matter of the competition works are conceptions, working prototypes or mobile applications which are based upon gamification, and which shall contribute to greater interest and involvement of tourists visiting cultural institutions in the Baltic countries.
- 8 In order to participate in the competition, each and every of Participants in Baltathon shall have to prepare, either individually or in a team, a competition work dedicated to the Organizer.

II PRINCIPLES OF COMPETITION AND CONDITIONS OF PARTICIPATION

- 1 Baltathon maybe participated in by the natural persons of legal age possessing the full capacity of action (hereinafter, referred to as: 'Participants').
- 2 Participation in Baltathon is voluntary, free-of-charge and open.
- 3 The numbers of Participants in the Event is limited, and it amounts to 30.

- 4 The criterion of permitting to participate in the Event is the 'first-come, first-served rule'.
- 5 For the needs of Baltathon, the Participants may form Teams of up to 5 members.
- 6 The conditions of participation in Baltathon are as follows:
 - a. sending, between 10th August and 1st September 2018, a duly filled-in on-line application form available on the following web page: <http://bmloveit.usz.edu.pl/hackathonen/>, and providing name and surname, date of birth, e-mail address, phone number, t-shirt size and type, food requirements, city of residence (optionally), team name, warm-up participation information (optionally);
 - b. expressing consent to the principles set forth in these Regulations, and adhering to the provisions contained hereinafter. Sending the application form which is referred to in Point a hereinafter shall be taken to mean the acceptance of these Regulations. During the Warm-up (see point 7) each Participant will sign the attendance list, which will also be a confirmation of reading and accepting the rules of the event;
 - c. receiving, after the registration, an e-mail message confirming that a Participant or a Team of Participants has been permitted to participate in the Event;
 - d. expressing consent to having the personal data stored and processed by the Organizer for the purposes indispensable for conducting Baltathon, including, in particular, announcing the results of it, conducting the settlement of Baltathon, and also presenting awards. Expressing consent is requisite for participation in the Event and receiving awards. The Organizer shall be the administrator of the personal data of Participants. Personal data shall be protected in accordance with the General Data Protection Regulation. A Participant shall represent that they have been advised of their right to access their personal data, to have them altered, and also that it is possible to discontinue processing them, and to raise an objection to their further processing, as well as the legal effects of such an objection;
 - e. expressing consent to sending by the Organizer or the Partners of the Organizer, all and any information applicable to Baltathon by means of e-mail messages or conveying it via phone addressing the recipients' e-mail addresses and/or phone numbers provided by a Participant of Baltathon in the application form. Expressing consent is requisite for participation in the Event and receiving awards;
 - f. providing the Organizer and Partners of the Organizer with the irrevocable and free-of-charge right to record, and also to use at multiple occasions, photographs presenting a Participant and contents of their utterances without it being requisite that consent be obtained at each occasion; the consent in question shall include using, recording, processing and reproducing the prepared photographs by means of any possible medium, whilst exclusively for the purposes connected with the project '*BalticMuseums: Love IT!*'. The image may not be used in the form of a publication offending a Participant, nor may it violate their personality rights. Expressing consent is requisite for participation in the Event.
- 7 Two weeks and a week before the beginning of Baltathon (ie. September 11, 2018 and September 18, 2018) will be held a Warm-up - meeting of the Organizer and Partners of the Organizer together with the Participants of Baltathon.
- 8 Warm-up is an hour meeting during which Participants have the opportunity to see the exhibitions of Malmö Museum, and then get acquainted with the problems and challenges of the Organizer.

- 9 Participation in Warm-up is optional. Each Participant may choose one of the dates mentioned above.
- 10 Participants of the Baltathon who are signing up individual (not having their teams, but wanting to belong) can use the following website: <https://crowdforge.io/hackathons/baltathon-hackathons-for-baltic-museums> through which they will be able to join the Team comprising no more than 4 people with the consent of these Participants.
- 11 Details of Warm-up will be sent to Participants in an e-mail message no later than 3 days before its start.
- 12 The final personnel compositions of the Teams in which the number of Participants does not exceed 5 shall be determined after 18th September 2018.
- 13 The Participants shall be obliged to act in a way not jeopardising the safety of other persons, and, in particular, to adhere to the provisions of the Regulations of the Event, and the regulations of the facility at which the Event is held.
- 14 The Participants in Baltathon are hereby forbidden to consume alcoholic beverages, intoxicants or drugs during the Event.
- 15 Each and every Participant submitting a competition work individually or in a Team expresses consent to it being displayed in public. Moreover, they declare that in the case of awarding a prize in the Baltathon, they consent to the publication of their names in promotional materials related to the Baltathon, publishing houses, websites related to the Organizer and the Partners of the Organizer and their use for promotional and marketing purposes.
- 16 By participation in the Event, the Participants represent that they are the exclusive creators of competition works as set out in the Act on Copyright and Related Rights, and also in the Act on Industrial Property Rights, and also that they are vested with full intellectual property rights, and also with the right to obtain the right of industrial design registration applicable to a competition work, and that they possess the know-how applicable to the competition work created by themselves.
- 17 Participants shall represent that they assume and accept all and any responsibility related to the claims of third persons with which the Organizer may be addressed, and which would arise in connection with participation in Baltathon, as well as with the competition work prepared by the Participant.
- 18 On the day of the end of Baltathon, and after announcing the results and presenting awards, the winners of Baltathon shall sign an Agreement with the Organizer; by virtue of this agreement, they shall transfer upon the Organizer intellectual property rights applicable to a competition work free-of-charge; the transfer in question shall include the particular elements of the work, the right to obtain the right of industrial design registration, and also the know-how connected with a competition work. The term 'know-how' shall be taken to mean the information gathered in the course of the creation of a competition work, also in the non-recorded form, including such as is connected with a competition work, the creation and

application of it, in particular, the information of technical, technological or commercial character. The specimen of this agreement constitutes Attachment 2 to these Regulations.

- 19 The Organizer hereby reserves themselves the right to sign agreements exclusively with the selected Teams.

III COURSE OF BALTATHON

- 1 Final day of Baltathon in Malmö shall be commenced at 10:00 A.M. on 25th September, 2018, and concluded at 4:00 P.M on 25th September, 2018.
- 2 For the time of Baltathon, the Organizer shall provide:
 - a catering and beverages;
 - b power supply;
 - c access to the Internet;
 - d working space;
 - e networking space.
- 3 The Participants in Baltathon shall secure for themselves computer hardware, software or other tools requisite for participation in Baltathon, on their own. The Participants hereby undertake to use computer hardware, software, and also other tools, obtained exclusively from legal sources and by legal means. The Organizer shall not be responsible for any claims of any third persons connected with the computer hardware, software, and also other tools, used by the Participants in Baltathon.
- 4 The information about the venue at which Baltathon shall be held, as well as the hourly schedule of it, shall be sent to the Participants by means of e-mail messages.

IV. ASSESSMENT AND AWARDS

- 1 The assessment of submitted competition works, taking under consideration their innovativeness, the possibility of application in practice, implementation value, integral character, and also completeness, shall be performed on 25th September, 2018, by granting by the Commission one MAIN AWARD and by a majority of votes an AUDIENCE AWARD to the Participants of Baltathon.
- 2 The Commission shall grant award exclusively for one victorious competition works: a MAIN AWARD for the best competition work dedicated to the Malmö Museum. The Participants in the competition shall grant an award exclusively for one victorious competition work (AUDIENCE AWARD) by a majority of votes.

- 3 The Commission of Baltathon, consisting of the representatives of the Organizer, shall be appointed on 25th September, 2018.
- 4 The decisions of the Commission shall be made by a simple majority of votes. In the event of an equal number of votes, the decision of the President of the Commission, chosen before the start of Baltathon from among the persons belonging to the Commission, is binding.
- 5 The decisions made by the Commission shall be final, and legally binding upon all the Participants in the competition.
- 6 The decisions of Participants of the competition shall be made by a simple majority of votes. In the event of an equal number of votes, the decision on granting AUDIENCEAWARD shall be made by the mentors of the Event, elected by the Organizer and the Partners of the Organizer prior to commencing Baltathon.
- 7 The winners of the competition shall receive prizes.
- 8 The awards shall be presented to the winners on 25th September, 2018.
- 9 The list of the awards shall be published on the following web page: <http://bmloveit.usz.edu.pl/hackathon-en/> by 10:00 A.M., 25th September, 2018.
- 10 The offered in-kind prizes may not be exchanged for cash prizes, other awards or an in-cash equivalent.
- 11 The costs of the Event shall be covered by the Organizer of the Event and Partners of the Organizer .
- 12 Granting awards shall be evidenced in the minutes. The specimen of these minutes constitutes Attachment 1 to these Regulations.

V. FINAL PROVISIONS

1. The Baltathon Organizer and Participants are obliged to inform each other about the change of their data, in particular the address data necessary to send information and statements related to Baltathon and the transfer of prizes.
- 2 The matters not regulated by these Regulations shall be governed by the provisions of the Civil Code.
- 3 The Organizer hereby reserves themselves the right to make amendments to these Regulations.
- 4 Amendments to these Regulations shall be published on the following web page: <http://bmloveit.usz.edu.pl/hackathon-en/>. Moreover, information about amendments to these Regulations shall be sent to the Participants of Baltathon by means of an e-mail message to the mail address provided by a Participant in the application form.

- 5 Amendments to these Regulations shall enter into force 5 days since the day of publishing them on the following web page: <http://bmloveit.usz.edu.pl/hackathon-en/>.
- 6 A Participant of Baltathon who does not express consent to amendments in these Regulations is permitted to, within the deadline set forth in Point 5, resign from participation in Baltathon, of which they shall inform the Organizer by means of an e-mail message sent to the following e-mail address: Senija.vurzer@malmo.se. The above-mentioned right shall not be applicable to amendments to these Regulations consisting in extending the time of Baltathon, or postponing the deadline of accounting the results of Baltathon. It is hereby presumed that a Participant of Baltathon who has not submitted a presentation of resignation from participation in Baltathon in a manner and within the deadline set forth in the previous sentences has expressed consent to amendment in these Regulations.
- 7 The Organizer is permitted to record the course of Baltathon with the use of image- and sound-recording devices.
- 8 All and any organizational matters, including contentious issues that may arise in the course of Baltathon, shall be resolved by decisions made by the representative of the Organizer.
- 9 These Regulations are available on the following web page of the Event: <http://bmloveit.usz.edu.pl/hackathon-en/>.



Attachment 1

Minutes of the transfer and receipt of the prize

Due to the ending and announcement of Baltathon results, we hereby transfer Mr/Ms....., whose ID is as follows:....., and whose address of residence is as follows: the in-kind prize in the form of, having the value ofEUR, for winning the main/audience* award in the event ‘Baltathon. Hackathons for Baltic Museums’ held in Malmö.

.....
signature of the Organizer

I hereby confirm the receipt ofas an award in Baltathon.

.....
signature of the Laureate

*delete as appropriate



European Regional Development Fund

Attachment 2

This agreement of the free-of-charge transfer of intellectual property rights, the right to obtain the right of industrial design registration, and also the know-how applicable to a competition work, concluded on..... 2018, in, by and between:

1. The Malmö Museum, Malmöhusvägen 6, 211 18 Malmö, Sweden, represented by its Director, Katarina Carlsson, hereinafter, together referred to as ‘Organizer’

and

1. [...],having the following address of residence....., the holder of the identity card No. [...], hereinafter referred to as ‘Participant’.

2. [...],having the following address of residence....., the holder of the identity card No. [...], hereinafter referred to as ‘Participant’.

This agreement has the following contents:

§ 1

1. The Participant hereby represents that he is the exclusive creator of the competition work bearing the following name: [...], and constituting [...], created in the course of the competition bearing the following name: ‘Baltathon. Hackathons for Baltic Museums’ in the period: 11th – 25th September, 2018, in Malmö, and, hereinafter, referred to as: ‘competition work’– as set out in the Act on Copyright and Related Rights, and also in the Act on Industrial Property Rights, and also that they are vested with full intellectual property rights, and also the right to obtain the right of industrial design registration applicable to the competition work, and that they possess the know-how applicable to the competition work created by themselves. The term ‘know-how’ shall be taken to mean the information gathered as part of creating a competition work, including that in the non-record form, including that connected with a competition work, its creation and application, in particular, the information of technical, technological or commercial character.

2. The Participants hereby represent that a competition work is free of defects and legal encumbrances, and also that it does not violate any rights of any third parties.

§ 2

In the event of submission by the Participants of false statements referred to in § 1 above and a third party directing any claims against the Organizers, the Participants shall be jointly and severally liable for third party claims against the Organizers for violation of the rights referred to in § 1 paragraph. 1.

§ 3

1. Upon signing this Agreement, the Participant shall transfer upon the Organiser free-of-charge, without limitations relevant to time or to territory, intellectual property rights applicable to a

competition work on all and any competition fields of exploitation known to be existing at the time of the competition, including, in particular:

- a) within the scope of recording and reproducing –producing with the application of a certain technique – the copies of the works; that scope shall include printing, reprographic recording, magnetic recording, and also digital recording;
 - b) within the scope of trading the original copy, or the copies on which a competition work was recorded–launching, commodate or lease the original copy, or the copies;
 - c) within the scope of disseminating a competition work in a way different than determined in Point b) – public performance, exhibition, displaying, and also broadcasting and reemitting, as well as making the work publicly available in such a way that each and every person could access it at the time and at the place chosen by themselves.
2. In case of a competition work constituted by a computer program, intellectual property rights shall be transferred in the following fields of exploitation:
- a) within the scope of a permanent or temporal reproducing the computer program in the entirety or in the part of it, by any means and in any form, and also – if these activities require reproducing the software – launching, displaying, applying, presenting and storing the software, and also expressing consent to conducting these activities.
 - b) within the scope of translating, adjusting, layout changing or any other changes to the computer program in question, and using the software thus changed, and also expressing consent to performing such activities by other persons.
 - c) within the scope of disseminating, including commodate, awarding a licence or leasing, computer program or the copy(ies) of it.
 - d) within the scope of sharing the software on the Internet, including making the software available in the model of cloud computing.
3. The Participants hereby undertake to, should in the future any fields of exploitation different than those referred to in Sections 1 and 2, maintain all and any formalities requisite for the transfer of the intellectual property rights applicable to a competition work on the new fields of exploitation upon the Organizer.
4. The Participants hereby grant the Organizer a permission to exercise derivative rights applicable to a competition work, as well as permit that the Organizer transfers these rights upon third persons. In particular, the Organizer shall be vested with the right to conduct changes to, and to modify, a competition work, and a part of it, at their own discretion; this right shall be applicable to its source codes as well.
5. The transfer of the intellectual property rights applicable to a competition work shall include as well the transfer of the ownership of data carriers on which a competition work was recorded.

§ 4

Upon signing this Agreement, the Participants shall transfer upon the Organizer the entirety of the rights to the know-how applicable to a competition work free-of-charge, the record of which is constituted by Attachment 1 to this Agreement.

§ 5

Upon signing this Agreement, the Participants shall transfer upon the Organizer the right to obtain the right of industrial design registration applicable to a competition work free-of-charge.

§ 6

The Organizer hereby undertakes to promote the Participants by means of providing the surnames of the authors each and every time a competition work is referred to, placing the surnames of Participants in the promotional materials connected with competitions, in publications, on the web pages connected with the Organizer, and also to publish them in the course of promotional and marketing actions.

§ 7

1. The matters not regulated by this Agreement shall be governed by the applicable provisions of Swedish Law.
2. The disputes that may arise as the result of implementing the provisions of this Agreement, shall be resolved amicably by the Parties hereto, and after having exhausted the possibilities of an amicable solution, referred to the common court of law competent for Malmö.
3. All and any amendments to the provisions of this Agreement shall have to be in writing, or shall be regarded null and void.
4. This Agreement is drawn up in identical copies, one for each and every of the Parties.

Participants:

Organizer:



The contents of this document are the sole responsibility of the author[s] and can in no way be taken to reflect the views of the European Union, the Managing Authority or the Joint Secretariat of the South Baltic Cross-border Cooperation Programme 2014-2020.



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