

Conditions of Participation

of the event “Baltathon: BalticMuseums Hackathon in Greifswald” on the 18th and 19th May 2019, hereinafter, referred to as ‘Regulations’

I General Provisions

1. These Regulations set for the principles of the competition bearing the following name “Baltathon: BalticMuseums Hackathon in Greifswald” (hereinafter, referred to as ‘Baltathon’ or ‘Event’). Baltathon is a cycle of programming and creative competitions for IT enthusiasts and is held under the ‘BalticMuseums: Love IT!’ (hereinafter, referred to as ‘Project’). The Project is co-financed with the use of financial means of the European Regional Development Fund of the European Union as part of the Interreg South Baltic programme. Resulting from this the participants will be made aware that ideas and thoughts arising during the Event will be provided to the Project. The transfer of the rights of use of concrete results and products of the winning team, such as codes or graphic works etc., will be regulated in attachment 2.
2. The Regulations set forth hereinafter are applicable to the Baltathon, which shall be held in Greifswald, in the period: 18th - 19th May 2019. The Organizer of Baltathon is the Wirtschaftsakademie Nord gGmbH, having its seat at the following registered address: Puschkinring 22a, 17491 Greifswald, Germany (hereinafter, referred to as ‘Organizer’). The partners of the Organizer are the University of Applied Sciences Stralsund, having its seat at the following registered address: Zur Schwedenschanze 15, 18435 Stralsund, Germany and the University of Szczecin, having its seat at the following registered address: ul. Mickiewicza 64, 71-101 Szczecin, Poland (hereinafter, referred to as ‘Partners of the Organizer’).
3. In order to provide regional museums in Mecklenburg-Western Pomerania with an access to innovative, creative and/or digital ideas and approaches, six different institutions will participate in the Baltathon as thematic mentors. These institutions (hereinafter, referred to as ‘Museums’) will be:
 - Deutsches Meeresmuseum, having its seat at the following registered address: Katharinenberg 14 – 20, 18439 Stralsund, Germany
 - Stralsund Museum, having its seat at the following registered address: Mönchstraße 25-28, 18439 Stralsund, Germany
 - Müritzeum, having its seat at the following registered address: Zur Steinmole 1, 17192 Waren (Müritz), Germany
 - Staatliches Museum Schwerin, having its seat at the following registered address: Alter Garten 3, 19055 Schwerin, Germany
 - phanTECHNIKUM – Technisches Landesmuseum Mecklenburg-Vorpommern, having its seat at the following registered address: Zum Festplatz 3, 23966 Wismar, Germany
 - Pommersches Landesmuseum, having its seat at the following registered address: Rakower Straße 9, 17489 Greifswald, Germany
 - Kunstmuseum Schwaan, having its seat at the following registered address: Kunstmühle Schwaan, Mühlenstraße 12, 18258 Schwaan, Germany

II Content and Course of Baltathon

1. The Baltathon in Greifswald shall be commenced 09:00 A.M. on 18th May 2019 and concluded at 3 P.M. on 19th May 2019.
2. The objective of the Baltathon is the development of innovative and interactive mobile games, which shall motivate prospective visitors prior to their visit to a museum. These games shall increase the attractiveness of a visit to the museum, reach out to new target groups and increase the individual visitor traffic.

3. The subject matter of the competition work are the 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.
4. In order to participate in the Baltathon, each and every of Participants shall have to prepare, either individually or in a team, a competition work dedicated to the objective of the Baltathon.
5. The participating Museums select their own topics or objects and provide them, along with information, images, data, sounds, etc., to the Participants of the Baltathon. These topics and/or objects constitute the working basis of the Baltathon.
6. The Museums, or rather the respective topics and/or objects shall be drawn through lots by the participating teams. The participating teams agree with the random selection of topics and/or objects.

III Conditions of Participation

1. Baltathon maybe participated in by natural persons of legal age possessing the full capacity of action (hereinafter, referred to as 'Participants'). Baltathon maybe participated in by natural minors, provided that a legal guardian has approved to the participation in the Event in writing (hereinafter, referred to as 'Participants').
2. Participation in Baltathon is voluntary, free-of-charge and open.
3. The number of Participants in the Event is limited to 50 Participants or 10 teams.
4. The criterion of permitting to participate in the Event is the 'first-come, first-served rule'.
5. In order to participate in Baltathon, the Participants may form teams of up to 5 members. The final personnel composition of the teams will be determined by no later than 18th May 2019.

IV Privacy

1. The Participants shall send, between 15th March 2019 and 1st May 2019, a duly filled-in online application form, available on the following web page: http://bmloveit.usz.edu.pl/hackathon-in-greifswald_en/. They shall provide name and surname, city of residence, date of birth, e-mail address, phone number (optional), t-shirt size, food requirements, team name, interests and institution (optional).
2. The Participants express consent to the principles set forth in these Regulations with the submission of the application form and the selection of the respective checkbox. The conditions of participation are accessible online. Every Participant shall sign the attendance list during registration at the beginning of Baltathon. This list shall serve as a confirmation that the conditions of participation have been understood and accepted.
3. After registration the Participants shall receive an e-mail message confirming that a Participant or a team of Participants has been permitted to participate in the Event. Only then does the application of participation take effect.
4. The Participants express their consent to having their 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 have their personal data altered, and also that it is possible to discontinue processing them, and to raise an objection to their further processing.
5. With the submission of the application form the Participants express consent to the communication by means of e-mail messages or via phone addressing the Participant's e-mail addresses and/or phone numbers with the Organizer or Partner of the Organizer related to the Baltathon. Expressing consent is requisite for participation in the Event and receiving awards. Information regarding the agenda or alterations shall be conveyed to the Participant by means of e-mail messages.

6. The Participants provide the Organizer and Partners of the Organizer with the free-of-charge right to record, and also to use at multiple occasions, photographs and video recordings presenting a Participant and contents of their utterances. The consent in question shall include using, recording, live broadcast, processing and reproducing the prepared photographs and videos by means of different media (websites, social media live streams, online video portals, presentations, flyers) - 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. The Participant has the right to refuse the depiction of their person by means of an informal and written notification.
7. 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, such as publishing houses or websites related to the Organizer and the Partners of the Organizer.
8. Participants shall represent that they assume and accept all and any responsibility related to the claims of third persons which would arise in connection with participation in Baltathon, as well as with the competition work prepared by the Participant.
9. The Participants grant the Organizer the right to record the course of Baltathon by means of video and audio recording devices and to document and stream via online video channels.
10. 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.
11. The Organizer hereby reserves themselves the right to sign agreements exclusively with the selected teams.

V Infrastructure, Material, House Regulations

1. For the time of Baltathon, the Organizer shall provide:
 - a) catering and beverages;
 - b) power supply;
 - c) access to the Internet (WiFi);
 - d) working space;
 - e) computer workstations
 - f) bathroom facilities (WC, showers);
 - g) recreational space.
2. The Participants in Baltathon shall secure for themselves computer hardware, software or other tools requisite for participation in Baltathon (e.g. laptop, smartphone, Raspberry-Pi, adapters, etc.), 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.
3. Participants are solely responsible for their personal devices. The Organizer is not liable for damages or theft.

4. Both commercial software and freeware may be used. If commercial software is used, Participants are obligated to possess the necessary licenses. The Organizer does not provide any software.
5. Participants who expect visitors on the Hackathon-premises shall coordinate with the Organizer on site prior to the visit. All instructions issued by the Organizer have to be followed.
6. During the event the Organizer shall provide Participants with sufficient recreational rooms, which can also be used as bedrooms. Participants are urged to bring sleeping bags and roll mats with them, as those are not provided by the Organizer.
7. The Organizer does not assume liability for loss of, theft of or damages, either intentional or through slight or gross negligence by third persons or other Participants, of devices or objects brought by the Participants. The Participant shall protect their devices, wardrobe and data appropriately and judiciously. The Organizer shall inform the Participants on all conceivable hazards and risks on the Baltathon premises and to ensure their safety to the best of their ability. The Organizer shall answer any questions and clear up any ambiguities.
8. The Participants are obligated to conduct themselves in a manner that does not endanger the safety of other persons and is in compliance with the Regulations of the Event and the Regulations of the establishment, in which the Event takes place.
9. The Participants in Baltathon are hereby forbidden to consume alcoholic beverages, intoxicants or drugs during the Event.
10. The instructions of the Event staff must be observed at all times.

VI 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 19th May 2019 after the presentations of the competition works, by a jury. The jury shall grant the MAIN AWARD of the Event exclusively to the victorious competition work dedicated to one of the participating Museums.
2. The jury of Baltathon, consisting of experts in the creative, IT and cultural sector, shall be appointed on 18th May 2019 by the Organizer. The jury shall also choose a jury-president from among the persons belonging to the jury until the 19th May 2019.
3. The decisions of the jury 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 jury is binding.
4. The decisions made by the jury shall be final, and legally binding upon all the Participants in the competition.
5. The Participants and visitors of Baltathon shall also choose the winner of the AUDIENCE AWARD. The decisions shall also be made by a simple majority of votes. In the event of an equal number of votes, the decision regarding the grant of the AUDIENCE AWARD shall be made by president of the jury.
6. The winners of Baltathon in the categories MAIN AWARD and AUDIENCE AWARD shall receive in-kind prizes. The presentation of these prizes may be carried out by the sponsors, if these prizes are supplied by one or several sponsors.
7. The in-kind prizes that were received may not be exchanged into monetary prizes, other prizes or paid out in cash.
8. Granting awards shall be evidenced in the minutes. The specimen of these minutes constitutes Attachment 1 to these Regulations.

VII 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.

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4. Amendments to these Regulations shall be published on the following web page: http://bmloveit.usz.edu.pl/hackathon-in-greifswald_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-in-greifswald_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. They shall inform the Organizer of this by means of an e-mail message sent to the following e-mail addresses: schreiber@wirtschaftsakademie-nord.de or ittermann@wirtschaftsakademie-nord.de. 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. 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.
8. These Regulations are available on the following web page of the Event: http://bmloveit.usz.edu.pl/hackathon-in-greifswald_en/

Attachment 1

Minutes of the transfer and receipt of the prize

Due to the ending and announcement of ‘Baltathon: BalticMuseums Hackathon in Greifswald’ results, we hereby transfer Mr/Ms _____,

whose ID is as follows: _____,

and whose address of residence is as follows:

Street: _____

House Number: _____

Postal Code: _____

City: _____

the in-kind prize in the form of _____,

having the value of _____ EUR, for winning the MAIN/AUDIENCE* AWARD in the event ‘Baltathon: BalticMuseums Hackathon in Greifswald’.

_____ Date

_____ signature of the Organizer

I hereby confirm the receipt of _____ as an award in Baltathon.

_____ signature of the Laureate

*delete as appropriate

Attachment 2

This agreement of the transfer of intellectual property rights, the right to obtain the right of industrial design registration, and also the know-how applicable to all competition works worked out during the Baltathon, concluded on..... 2019, in Greifswald between:

1. The Wirtschaftsakademie Nord gGmbH, Puschkinring 22 a, 17491 Greifswald, Germany, represented by its divisional managing director, Mr. Gunther Schrader (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’.

This agreement has the following contents:

§ 1

1. The Participant hereby represents that they are the exclusive creator of the competition work bearing the following name: [...] created in the course of the competition bearing the following name: ‘Baltathon: BalticMuseums Hackathon in Greifswald’ in the period: 18th – 19th May 2019, in Greifswald. They additionally represent that in regards to their work, 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 Organizer, without any limitations, their intellectual property rights applicable to a competition work including, in particular:

- a) within the scope of recording and reproducing the copies of the works. That scope shall include printing, reprographic recording, magnetic recording, and also digital recording;
 - b) the original copy or other copies of the competition work;
 - 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. 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 and publishing the surnames of the authors each and every time a competition work is referred to.

§ 7

1. The matters not regulated by this Agreement shall be governed by the applicable provisions of German 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. Only after having exhausted the possibilities of an amicable solution, they should be referred to the common court of law competent for Greifswald.

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.