

KWHACKATHON TERMS & CONDITIONS

These terms and conditions apply to the kWhackathon 2018 (“Event”) hosted by and on behalf of Chaddenwyth Services Limited, a company registered in England and Wales (company number 9914060) and with its registered office at 86-90 Paul Street, London, EC2A 4NE (herein referred to as “Electron”). The purpose of the Event is to encourage and reward participating individuals (“Participant”) to create innovative and original uses of supplier, supply point, meter and related data.

It is a condition of participation that these terms and conditions are accepted by the Participant prior to the Event. Upon acceptance these terms and conditions form a binding legal agreement between Electron and the Participant. Please read them carefully.

1. Eligibility

- 1.1. Participation in the Event is by invitation only.
- 1.2. Participants must be at least 18 years old.
- 1.3. Participants must provide information in advance of the Event as reasonably requested by the organisers.
- 1.4. The Participant confirms that he/she does not have a conflict of interest in taking part in the Event.
- 1.5. The Participant is responsible at all times for his/her own conduct, acts and omissions.

2. Rules for Entries and Electron’s right to use Entries

- 2.1. The Participant will develop a proof of concept during the Event to be presented and submitted for judging at the Event (“Entry”). There are no restrictions on what form the proof of concept can take (e.g. an app, storyboard, logic diagram, etc).
- 2.2. Entries must be presented and submitted in English language.
- 2.3. If the Entry is an app it must be for the Apple iOS and/or Google Android operating system.
- 2.4. The Entry must be the Participant’s original work. However, the Entry may use the provided APIs as well as publicly available APIs and data.
- 2.5. Ownership of intellectual property rights in the Entry will remain with the Participant. You are free to use your Entry (and any creative ideas, concepts, materials and works it embodies) in any way you wish after the Event.

3. Judging and awards

- 3.1. The panel of judges is selected by Electron and may change in the event of unforeseen circumstances.
- 3.2. All decisions related to judging of Entries are at the sole discretion of Electron and are final and binding.

4. Use of information and publicity

- 4.1. The Participant will not refer to Electron or the Event in any publicity or promotional activity, such as press releases, without the prior written approval of Electron’s Communications department. However, the Participant is permitted to use the Twitter hashtag established by in respect of the Event (#kWhack18).
- 4.2. The Participant hereby grants to Electron, its affiliates and agents acting on behalf of Electron a royalty-free, non-exclusive, irrevocable, worldwide right to

refer to the Participant and/or the Entry and to use images and/or video/audio footage taken at the Event and/or showing the Entry in any publicity materials and for promotional purposes at any time (including but not limited to Electron websites or other media).

- 4.3. Any personal data supplied will be held on Electron's attendee database. Participants will be contacted in connection with the Event, and unless otherwise indicated may also be contacted by Electron about other relevant activities and opportunities.

5. General

- 5.1. The Participant is solely responsible for all costs and expenses incurred by him/her in relation to the Event, including but not limited to travel costs.
- 5.2. Electron reserves the right to cancel or postpone the Event for any reason without liability, for example due to circumstances outside Electron's control.
- 5.3. The Participant is solely responsible for any damage to his/her own property or any property, facilities and equipment provided by Electron and its partners during the course of the Event.
- 5.4. Without prejudice to any other right or remedy of Electron, the Participant may be excluded from the Event or from receiving any prizes or have an awarded prize cancelled if the Participant fails to comply with these terms and conditions.
- 5.5. Nothing in these terms and conditions nor the award of any prize shall constitute any obligation on the part of Electron or the Participant to enter into any future agreement or relationship.
- 5.6. These terms and conditions constitute the whole agreement and understanding between Electron and the Participant relating to the Event.
- 5.7. The Participant may not assign, sub-contract or otherwise transfer his/her rights or obligations under these terms and conditions.
- 5.8. These terms and conditions will not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person except Electron and the Participant.
- 5.9. The formation, existence, construction, performance, validity and all aspects of these terms and conditions and any dispute or claim arising out of or in connection with them and/or the Event shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.