

## **Terms and Conditions of 5G & Beyond HACKATHON 2023**

These Terms and Conditions elucidate the directives of use and participation in the 5G & Beyond Hackathon. Your acceptance of the same implies your acceptance to these directives mentioned herein under.

The Department of Telecommunications (DoT) is at liberty to alter or modify these terms and conditions without prior notice. You are expected to be up to date with the modifications forthwith.

### **Receipt of Entries and Eligibility**

1. Entries shall be invited through an online entry form as available on the <https://www.dcis.dot.gov.in/hackathon> website.
2. This 5G & Beyond Hackathon is organized to identify & promote products/solutions relevant to India, in the 5G & Beyond realm that can be converted into workable products and services.
3. The Contest is open to startups, academic institutions in India. However, employees of the Department of Telecommunications (DoT), India Mobile Congress (IMC), Digital Communication Innovation Square (DCIS) beneficiaries or startups connected with them as promoters/partners are **not eligible**.
4. Products/Solutions given by Startups which have already been selected in the earlier 5G Hackathon shall not be eligible.
5. Products/Solutions shall be connected to either 5G or 6G. Ideas without basic connection to these technologies shall not be eligible.
6. Entries will be accepted in English language only and the submissions should be made in the template provided on the <https://www.dcis.dot.gov.in/hackathon> Website.
7. Any incomplete/inaccurate entries or entry after the close of Entry Period shall be invalid and any such entry may be permitted only at the sole discretion of the DoT.
8. The right to permit or restrict participation is at the sole discretion of the DoT.
9. Awards and Recognition shall be given as per the criteria laid down by the DoT and as specified underneath of the Hackathon.
10. You are expected to come up with new and innovative product/solutions for 5G & Beyond use cases applicable in the Indian context and any idea that appears to have been copied from somewhere shall be disqualified.

11. Your idea/s must be developed further during the Hackathon duration. You may use open-source libraries and other freely available systems / services such as Google Maps, Facebook Connect, Twitter feeds etc.

### **Submission of Participant Information**

1. DoT has the right to substantiate/verify the participants' details/information as provided in the entry form and may also seek any further document, as may be required to verify the participants' details/ information.
2. The participant must provide all supporting details requested by the DoT to substantiate/verify the information provided in the entry form. If such a request is made and the participant either fails or does not agree to provide the same, then the DoT reserves the right to disqualify such participant from participating in the Hackathon.
3. Determination of whether information is correct or not, rests solely with the DoT.
4. If at any stage or time, the information provided by any participant is found to be incorrect in any manner, then the participant will be disqualified from participating in the Hackathon.
5. If, after the conclusion of the Hackathon, any information provided by any participant is found to be incorrect in any manner, the participant will be liable to return the prize/award/recognition (if any) or any other monetary/non-monetary incentives provided as part of the Hackathon.

### **Short-listing**

1. 5G & Beyond Hackathon is the online round where Applicants need to make an online submission. Based on the evaluation criteria, the submission shall be short-listed. Individuals/Participants will be informed if they have qualified.
2. Evaluation criteria shall be broadly based on completeness of submission and on the following: quality of submitted solution, understanding of the problem, innovative approach towards the solution, going the extra mile to build PoC to exploit, build wireframe or flow to further explain the solution/hack, documentation, robust design and structural and database knowledge.
3. The decision of the DoT with respect to short-listing is binding and final for all participants.
4. Innovations at minimum TRL 3-5, will be awarded an opportunity to showcase during India Mobile Congress 2023.

### **Determination of qualifying team and decision as to the 'winner'**

1. The DoT shall identify all qualifying participants and their decision shall be final and binding on all participants.
2. The DoT shall score and/or rank each team based on pre-defined evaluation criteria and the final scores will be collated and tabulated to determine the Winners based on the parameters determined by DoT.

### **Award and Recognition**

1. Each qualifying Application stands a chance to win the following:
  - Top 100 selected applicants will be awarded INR 1,00,000/-each;
  - Space to Showcase during India Mobile Congress (IMC) 2023
2. The Prize shall not be transferable. No request shall be entertained by the DoT on this account.
3. The 100 best ideas/applications or 20% of the total Ideas/ application will be selected whichever is less.
4. Any statutory taxes, duties or levies as may be applicable from time to time, arising out/ in respect of such prize, shall be payable by the Winner of the respective Prize.
5. DoT shall not be liable for any loss, damage, theft, or any other mishap caused to the Prize after handing over the same to the Winners of the Contest.

### **General**

1. Entries protected under intellectual property rights are acceptable as submissions to the Hackathon. However, the DoT shall not be liable for the protection of any proprietary or confidential information contained in any entry form.
2. The ideas submitted by the participants shall solely remain their intellectual property in the Hackathon.
3. The participant warrants and represents that it owns all rights, or has all necessary licenses, to use any and all idea/s (and all constituent parts) they will be submitting under this Hackathon for evaluation, including without limitation all content, images, text, or other copyright material, trademarks, service marks, logos or any other intellectual property contained within its Idea, and can, upon request, shall provide written confirmation of such ownership or license to the DoT. The participant further warrants and represents that all the products/solutions submitted are original and have been legally obtained and created, and do not infringe the intellectual property rights or any other legal or moral rights of any third party.
4. The participant additionally grants to DoT and its affiliates, the right and permission to reproduce, encode, store, copy, transmit, publish, broadcast, display, publicly perform,

exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the participant's name, address, image, voice, statements and idea/s (in each case, as submitted or as edited by DoT, in DoT's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the participant and arising out of his/her participation in this Hackathon (with or without using the participant's name) (collectively, the "additional materials") in any media throughout the world for advertising and publicity purposes without additional review, compensation, or approval.

5. The participant waives any rights of publicity, rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the DoT's use of the Idea/s or the additional materials or require the participant's permission for DoT to use them for promotional purposes, and hereby waives any claim against the DoT relating to the DoT promotional use of those materials.
6. The participant agrees to indemnify and hold the DoT and their respective affiliates, directors, employees, agents and partners ("DoT's Associates") harmless from any and all direct and indirect claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the DoT Associates due to or arising out of the use of the idea/s or additional materials and/or in connection with participation in or winning the Hackathon.
7. DoT will not be liable for any inaccuracy, error or omission contained in any such copy, reproduction or publication of the entry form, the idea/s or other materials submitted.
8. The Rules are to be governed by and interpreted in accordance with the laws of India. All disputes relating to or arising out of the Hackathon shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at New Delhi, India.
9. If any manipulation (for example, any internet spamming or unsolicited emails, or any other conduct which DoT believes is unfair or contrary to the spirit of the Contest) occurs or if the DoT considers there has been any attempt to rig the selection procedure, DoT reserves the right to disqualify entries if it has reasonable grounds to believe so and reserves the right to change, cancel or suspend this Hackathon at any time.
10. The DoT shall not be held responsible for any loss or damage that any person or organization may suffer as a result of participating or attempting to participate in the Hackathon, the Hackathon being withdrawn or its terms amended.
11. The DoT cannot and shall not be accountable / liable for any disruptions / stoppages / interruptions or cancellation of the Hackathon. The DoT and its agencies / contractors, assisting in organizing the Hackathon, cannot be held responsible for matters out of its control and for force majeure reasons.

12. Decision of DoT on all matters is final and binding on all participants and no correspondence will be entertained regarding the same.
13. DoT reserves the right to alter the Rules of this Hackathon or terminate the Hackathon at its own discretion and without any prior notice to the participant and without incurring any liability whatsoever.
14. Your information is being gathered on our global and secure systems. Your information will be used in accordance with any applicable data privacy law and Data Privacy Policy, and will be held securely.
15. DoT will not share your personal information with any third party, except as needed to be disclosed to any statutory authorities or bodies and to manage the events or features for which you register.
16. DoT will use your information to communicate with you and provide you the feature for which you registered. In order to improve our services and provide better content, DoT may keep track of patterns of use in the emails.
17. You hereby agree and acknowledge transferring to the DoT, full and complete ownership and any other rights toward the Hackathon. You also agree that the personal information collected during the Hackathon entry can be used by the DoT for the purpose of the Hackathon and will be binding with respect to the terms and conditions mentioned above.
18. You further agree that DoT shall have all the rights including but not limited to use, publish, feature, modify and transfer internally or externally any of the submitted responses or details of the Hackathon in any of the publications, websites and/or in any promotional material without your permission, prior approval or prior notice.