

# SOLANA FOUNDATION HACKATHON PARTICIPATION TERMS

***Last Updated: August 27, 2021***

These Solana Foundation Hackathon Participation Terms (the “**Hackathon Terms**”) apply to your access to and use of the websites, platform and other online products and services (collectively, the “**Solana Services**”) provided by Solana Capital LLC (“**Company**”, “**Solana**”, or “**we**”) in connection with the Solana network (“**Solana Network**”). These terms and conditions apply to that certain hackathon sponsored by the Solana Foundation (the “**Hackathon**”) and intended to begin on August 31<sup>st</sup>, 2021 and end on October 8, 2021.

***By clicking “I Accept” or by using our Solana Services, you agree to these Hackathon Terms, including the waiver and release set forth below. If you do not agree to these Hackathon Terms, do not use our Solana Services.***

If you have any questions about these Hackathon Terms, the Solana Services or the Hackathon, please contact us at [operations@solanacapital.com](mailto:operations@solanacapital.com).

## **Eligibility; KYC Requirements**

In order to use the Solana Services and participate in the Hackathon, you must: (i) be a natural person who is at least 18 years of age, who is not a current employee of the Company; **and** (ii) provide certain Know Your Customer (“**KYC**”) documentation to our designated KYC provider prior to accepting rewards from the Hackathon. **You will not be able to receive any rewards or prizes associated with this Hackathon unless you successfully complete the Company’s KYC/AML requirements in full.**

By clicking “I Accept”, you represent and warrant that you meet the requirements contained in these Hackathon Terms and agree to the Hackathon Terms. ***If you do not meet the requirements contained in these Hackathon Terms, you cannot use the Solana Services or participate in the Hackathon.***

## **Hackathon Details**

- (a) Registration for the Hackathon began on or about August 31, 2021.
- (b) The Company reserves the right to immediately terminate the participation of any participant who engages in prohibited conduct (as described below).
- (c) Each Hackathon event will be announced to participants through any of the Company’s communication channels including but not limited to email, Telegram, Discord, Medium or the Company’s website. Moreover, Participants would also receive updates to each announcement from these same communication channels.

- (d) At the conclusion of the Hackathon, the Company will review the performance of each participant. Based on the absolute and relative performance rendered by each participant who competed the Hackathon in good standing and without engaging in prohibited conduct (as described below) (any such participants, the “**Finalists**”) the Company will determine whether and how many USDC to award to each Finalist in its sole and absolute discretion as a reward for completing the Hackathon and being a Finalist (each, a “**USDC Reward**”). The USDC Reward distributed to each and all participants in this Hackathon will be determined by Solana in its sole discretion, and is subject to change at any time by Solana. The Company expects to review performance and make determinations not later than 45 days after the Hackathon event has ended and will endeavor to issue USDC Rewards within 30 days after the completion of the Hackathon. In the event of a dispute between participants in the Hackathon about their contributions to a particular project, idea, or proposal, the Company will have the sole discretion to determine whether each participant’s performance satisfies the terms of these Hackathon Terms and or is deemed sufficient enough to receive USDC Rewards.
- (e) Prizes will be offered as USDC Rewards; however, the Company makes no promises that each Finalist will receive any minimum or maximum number USDC Rewards. The Company has no obligation to distribute or award all of Rewards at the conclusion of the Hackathon. No participant has a legally binding right to any USDC as a result of their participation in the Hackathon. The Company will be relieved of any and all obligations to issue USDC Rewards if the Company, in consultation with legal counsel, determines that such issuances cannot be completed at a commercially reasonable cost without violating applicable laws.
- (f) Any assets that the Company may set aside to help cover any liabilities with respect to this Hackathon, including any USDC Rewards, are and will remain general assets of the Company and subject to the claims of the Company’s creditors.
- (g) Participation in the Hackathon does not create an employment relationship between the participant and the Company or any of its affiliates. Nothing contained in these Hackathon Terms will be construed to create between the Company or its affiliates and any participant any employment relationship or right to provide services following the conclusion of the Hackathon. You understand and agree that you are an independent contractor to the Company and are not authorized to act as, or represent oneself as, an officer, employee or agent of the Company for any purpose. No participant has any authority to enter into any agreements or incur any obligations on behalf of the Company. No participant will be eligible for participation in the Company’s employee benefit programs, unemployment benefits, or compensatory arrangements for service providers by virtue of their participation in the Hackathon.
- (h) With respect to each participant, the Company will not withhold any amounts for payment of any federal, state, or local taxes unless applicable law requires us to do so. You expressly acknowledge and agree that you have the sole responsibility to pay all taxes, if any, and file

all tax returns required by applicable laws, in respect of any amounts provided by the Company or its affiliates to you due to participation in the Hackathon.

## Penetration and Vulnerability Testing

You are solely responsible for checking with your cloud service, data-center or other applicable third-party service providers to see if they require submission and approval or other disclosures for you to conduct vulnerability and penetration testing. ***Company will not be responsible for any losses, liabilities, damages, or claims related to vulnerability and penetration testing performed by you or on your behalf.*** Amazon Web Services' (a) Customer Support Policy for Penetration Testing can be found at: <https://aws.amazon.com/security/penetration-testing/>, (b) Acceptable Use Policy can be found at: <https://aws.amazon.com/aup/>, and (b) information regarding vulnerability reporting can be found at: <https://aws.amazon.com/security/vulnerability-reporting/>. Google's Vulnerability Reward Program Rules can be found at: <https://www.google.com/about/appsecurity/reward-program/> and Google Cloud Platform's Acceptable Use Policy can be found at: <https://cloud.google.com/terms/aup>.

## Prohibited Conduct

- (a) You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Solana Services and or while you participate in the Hackathon. You will not (in each case except as otherwise contemplated as part of the Hackathon set forth in these Hackathon Terms):
- Initiate any attacks that violate your cloud service, data-center or other applicable third-party service provider's rules or policies;
  - Initiate any attacks against other users of the Solana Services, Hackathon or other testnets;
  - Impersonate any person;
  - Sell, resell or commercially use our Solana Services;
  - Attempt to sell, pledge, hypothecate, alienate, encumber, gift, donate or otherwise transfer any testnet tokens;
  - Provide services from a jurisdiction other than the jurisdiction of your residence (as determined by the KYC documentation provided by you);
  - Modify our Solana Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Solana Services without complying with any relevant open source software license provisions;

- Use our Solana Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Solana Services or that could damage, disable, overburden or impair the functioning of our Solana Services in any manner;
  - Reverse engineer any aspect of our Solana Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Solana Services;
  - Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Solana Services in any manner in contravention of these Hackathon Terms;
  - Develop or use any applications that interact with our Solana Services without our prior written consent; or
  - Use our Solana Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Hackathon Terms;
  - Breach any of the Hackathon Terms; or
  - Submit fraudulent or otherwise improper submission materials.
- (b) Enforcement of this Section could result in the participant being disqualified, the participant's USDC Rewards being voided or other actions, as determined solely by the Company in its discretion. Further, enforcement of this Section is solely at Company's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section does not create any private right of action on the part of any third party or any reasonable expectation that the Solana Services will not contain any content that is prohibited by such rules.

## **Intellectual Property**

- (a) The Solana Services, including the Hackathon, are owned by Company or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Hackathon Terms, all rights in and to the Solana Services are reserved by us. Subject to your compliance with these Hackathon Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Solana Services solely in connection with the Hackathon. Any use of the Solana Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our or our licensors' intellectual property rights.
- (b) In accordance with the open source Apache 2.0 license ("**OS License**") pursuant to which the Solana Services are provided, by participating in the Hackathon, you hereby grant to Company

and the Solana community a perpetual, irrevocable, royalty-free, worldwide, nonexclusive copyright license to reproduce, publicly display, publicly perform, distribute, create derivative works based upon, and otherwise use and sublicense any contributions or developments (“**Developments**”) provided by you during, or in connection with the Hackathon and such derivative works in source code or object code form. We may reproduce and distribute copies of the Developments or derivative works thereof in any medium, with or without modifications, and in source code or object code form subject to the OS License. Any contribution intentionally submitted for inclusion as part of the Hackathon shall be under the terms and conditions of the OS License. You agree not to challenge or contest our rights or anyone else’s rights to use the Developments. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this Section. You agree to take, at your expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by us to effect, perfect or confirm the rights as set forth in this Section. You will not be entitled to compensation for any use by Company, or its agents, licensees or assignees, of your contributions or developments, except as expressly provided herein.

## **Modifying and Terminating the Solana Services or Hackathon**

We reserve the right to modify our Solana Services or to suspend or stop providing all or portions of our Solana Services or the Hackathon at any time. You also have the right to stop using our Solana Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Solana Services.

## **Feedback**

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about Company or our Solana Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback in Company’s sole discretion. You understand that Company may treat Feedback as nonconfidential.

## **Confidentiality**

As part of your participation in the Hackathon, we may disclose or make available to you certain non-public information, data or materials about our business (collectively, “**Confidential Information**”). Confidential Information shall not include information you can demonstrate with competent evidence that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of these Hackathon Terms by you or any of your representatives; (b) is or becomes available to you on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of you before being disclosed by or on behalf of Company; (d) was or is independently developed

by you without reference to or use, in whole or in part, of any of our Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. You shall: (i) protect and safeguard the confidentiality of our Confidential Information with at least the same degree of care as you would protect your own Confidential Information, but in no event with less than reasonable care; (ii) not use our Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise your rights or perform your obligations under these Hackathon Terms; and (iii) not disclose any such Confidential Information to any person or entity. On the expiration or termination of the Hackathon, you shall promptly return to us all copies, whether in written, electronic or other form or media, of our Confidential Information, or destroy all such copies and certify in writing to us that such Confidential Information has been destroyed. In addition to all other remedies available at law, we may seek equitable relief (including injunctive relief) against you to prevent the breach or threatened breach of this Section and to secure its enforcement.

## **Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Solana and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “**Company Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to (a) your access to or use of the Solana Services; (b) your participation in the Hackathon, including but not limited to your contributions, developments or Feedback or your receipt of USDC Rewards or Bug Bounties; (c) your violation of these Hackathon Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (e) your conduct in connection with the Solana Services or your participation in the Hackathon; (f) any claim that your entry in the Hackathon infringes third party intellectual property or proprietary rights; and (g) any disputes among team members. You agree to promptly notify the Company Parties of any third-party Claims, cooperate with the Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys’ fees). You also agree that the Company Parties will have control of the defense or settlement, at Company’s sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company or the other Company Parties.

Solana is not responsible for, and will not assist in resolving, any disputes between team members.

## **Hackathon Projects & Submissions**

The Hackathon is a competition where projects will be evaluated by judges on their technological merits without consideration of legal viability. All participants must comply with applicable laws and regulations when releasing any software that they develop as part of the Hackathon.

The Hackathon ideas and developer resources that Company provides are for educational and inspirational purposes only. Company does not encourage, induce or sanction the deployment, integration or use of any such applications (including the code comprising the Solana blockchain protocol) in violation of applicable laws or regulations and hereby prohibits any such deployment, integration or use. This includes use of any such applications by the Hackathon participant (a) in violation of export control or sanctions laws of the United States or any other applicable jurisdiction, (b) if the Hackathon participant is located in or ordinarily resident in a country or territory subject to comprehensive sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), (c) if the Hackathon participant is or is working on behalf of a Specially Designated National (SDN) or a person subject to similar blocking or denied party prohibitions, or (d) in violation of the Commodities and Exchange Act.

The Hackathon participant should be aware that U.S. export control and sanctions laws prohibit U.S. persons (and other persons that are subject to such laws) from transacting with persons in certain countries and territories or that are on the SDN list. As a project based primarily on open-source software, it is possible that such sanctioned persons may nevertheless bypass prohibitions, obtain the code comprising the Solana blockchain protocol (or other project code or applications) and deploy, integrate, or otherwise use it. Accordingly, there is a risk to individuals that other persons using the Solana blockchain protocol may be sanctioned persons and that transactions with such persons would be a violation of U.S. export controls and sanctions law. This risk applies to individuals, organizations, and other ecosystem participants that deploy, integrate, or use the Solana blockchain protocol code directly (e.g., as a node operator), and individuals that transact on the Solana blockchain through light clients, third party interfaces, and/or wallet software.

## **Disclaimers**

***(a) Your use of our Solana Services is at your sole risk. Except as otherwise provided in a writing by us, our Solana Services and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Company does not represent or warrant that our Solana Services are accurate, complete, reliable, current or error-free. While Company attempts to make your use of our Solana Services safe, we cannot and do not represent or warrant that our Solana Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Solana Services.***

***(b) Company does not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services and therefore has no oversight, involvement, or control with respect to your transactions on any blockchain protocol (“Protocol”).***

- (c) You are responsible for complying with all laws and regulations applicable to your transactions on any Protocol, including, but not limited to, the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission (“CFTC”), the federal securities laws and the regulations promulgated thereunder by the U.S. Securities and Exchange Commission (“SEC”), and the tax laws applicable to any remuneration received by you from Company.**
- (d) You understand that Company is not registered or licensed by the CFTC, SEC, or any financial regulatory authority. No financial regulatory authority has reviewed or approved the use of the Solana Services. The Solana Services do not constitute advice or a recommendation concerning any commodity, security or other asset. Company is not acting as an investment adviser or commodity trading adviser to any person.**
- (e) Blockchains are independent peer-to-peer networks and Company does not own or control the underlying Protocols that are used or accessed in connection with the Solana Services in any manner. In general, the underlying Protocols are open-source and anyone can use, copy, modify, and distribute them. Company is not responsible for operation of the underlying Protocols, and Company makes no guarantee of their functionality, security, or availability, including any files stored via the InterPlanetary File System or any other peer-to-peer file storage mechanism.**
- (f) The underlying Protocols are subject to sudden changes in operating rules (“Forks”), and such Forks may materially affect the name, value and function of the Protocols that the Hackathon sits on. In the event of a Fork, Company may suspend access to the Hackathon and Company may, in its sole discretion, decide whether or not to support (or cease supporting) the original Protocol and the Forked version of the Protocol. You acknowledge and agree that Company assumes no responsibility in respect of an unsupported Forked version of any Protocol. To the extent Company makes certain third-party blockchain node software available for download as part of the Solana Services, the offering of such third-party software for download does not constitute an endorsement of such third-party software or the underlying Protocol, nor does it constitute an acknowledgement that such third-party software or underlying Protocol is safe to use.**
- (g) You acknowledge that your data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, viruses or other harmful materials, Protocol changes, Forks, Internet outages, node outages or failures, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside Company’s control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer using the Solana Services.**
- (h) Company does not support the exchange or offer of any digital currencies or tokens through the Solana Services. Under no circumstances should you attempt to use the Solana Services**



*to store, send, request, or receive digital currencies or tokens in any form. Company assumes no responsibility or liability in connection with any attempt to use the Solana Services for any digital currency or token transactions.*

- (i) You are not be a citizen or resident of any jurisdiction subject to sanctions as enforced by the Office of Foreign Assets Control, including without limitation Burma, Crimea and Sevastopol, Cote d'Ivoire, Cuba, Democratic Republic of Congo, Iran, Iraq, Libya, North Korea, Sudan, Syria, Zimbabwe, and you must not be named by OFAC as a Specially Designated National or Blocked Person (which can be found at: <https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>);*

### **Limitation of Liability**

- (a) To the fullest extent permitted by applicable law, Company and the other Company Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, or special damages or lost profits, even if Company or the other Company Parties have been advised of the possibility of such damages.*
- (b) The total liability of Company and the other Company Parties for any claim arising out of or relating to these Hackathon Terms or our Solana Services, regardless of the form of the action, is limited to the amount paid by you to the Company to use our Solana Services, if any.*
- (c) The limitations set forth in this Section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Company or the other Company Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.*

### **Waiver and Release**

- (a) You understand and acknowledge that the purpose of the Hackathon is to test and improve the integrity, performance and security of our Solana Services and the underlying Protocol. You acknowledge that you have read and understand the acceptable use policies of the cloud service, data-center and other applicable third-party service providers that you use. You understand and acknowledge that participating in the Hackathon may present the potential for damage or loss to the computer you use as a node or data stored on that node and despite this risk, you authorize all Hackathon participants to access your node(s) in accordance with these Hackathon Terms.*

***(b) To the fullest extent permitted by applicable law, you assume the risk associated with your participation in the Hackathon, including use of the Solana Services, and release and hold harmless Company and the other Company Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to your participation in the Hackathon.***

***(c) If you are a participant who resides in California, you hereby waive any rights under California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”***

## **Governing Law and Venue**

Any dispute arising from these Hackathon Terms and your use of the Solana Services will be governed by and construed and enforced in accordance with the laws of California, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts of California and the United States, respectively, sitting in San Francisco, California.

## **Additional Terms and Amendments**

(a) We may supply different or additional terms in relation to some of our Solana Services, and those different or additional terms become part of your agreement with us if you use those Solana Services. If there is a conflict between these Hackathon Terms and the additional terms, the additional terms will control for that conflict.

(b) We may make changes to these Hackathon Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Solana Services or updating the date at the top of these Hackathon Terms. Unless we say otherwise in our notice, the amended Hackathon Terms will be effective immediately, and your continued use of our Solana Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Hackathon Terms, you must stop using our Solana Services.

## **Severability**

If any provision or part of a provision of these Hackathon Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Hackathon Terms and does not affect the validity and enforceability of any remaining provisions.

## **Administration**

The Company has and will exercise all authority to control and manage the operation and administration of the Hackathon and the Solana Services, and to take any action that it deems necessary or appropriate to carry out such responsibilities. Without limiting the foregoing, and in addition to the authority and duties specified elsewhere herein, the Company has the sole discretion and authority to construe, interpret, and apply the terms and provisions of the Hackathon and these Hackathon Terms; to prescribe such rules and regulations, and issue such directives, as it deems necessary or appropriate for the administration of the Hackathon or these Hackathon Terms; to make all other determinations and decisions as it deems necessary or appropriate for the administration of the Hackathon and these Hackathon Terms; and to delegate all or any portion of its powers and authority to any of its members or to a duly authorized third-party or parties. The Company may correct any defect or supply any omission or reconcile any inconsistency in these Hackathon Terms in the manner and to the extent it deems expedient. Decisions of the Company will be final and binding on all parties, including the participants and their legal representatives and beneficiaries.

The Company may amend these Hackathon Terms, effective upon written notice to you, in the Company's sole discretion.

## **Miscellaneous**

The failure of Company to exercise or enforce any right or provision of these Hackathon Terms will not operate as a waiver of such right or provision. These Hackathon Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. The section titles in these Hackathon Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Hackathon Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. These Hackathon Terms are not intended to nor do they create or establish any partnership, joint venture, agency, or other joint business relationship between you and Company or the Company Parties. You agree that communications and transactions between us may be conducted electronically.