



## **REALTOR.CA HACKATHON RULES AND PARTICIPANT AGREEMENT**

These rules constitute a binding agreement between each Participant and The Canadian Real Estate Association (CREA). Please read them carefully. By agreeing to participate in this REALTOR.ca Hackathon hosted by CREA, Participants confirm they have read and understood these rules agree to be bound and abide by them.

### **I. OBJECT**

- a) CREA operates REALTOR.ca, which is Canada's #1 real estate website. The purpose of this Hackathon is to make a suite of data sets and APIs available to Participants who will choose one of two challenges to design, build, and demo a real-world solution that will:
  - i. Provide simpler, smarter, faster ways for buyers to find the right home; or
  - ii. Drive more meaningful connections between REALTORS® and consumers.
- b) This Hackathon is a challenge, not a contest. There will be no prizes of material monetary value.

### **II. DEFINITIONS**

- a) Compilation – displays of Listing Content on REALTOR.ca, which are created by CREA, based on data templates developed by CREA.
- b) Entry – the submission created by a Participant for the Hackathon, excluding the Hackathon Content as defined herein.
- c) Hackathon – event to be held on October 12<sup>th</sup> to October 14<sup>th</sup>, 2018, for the purposes of section I.
- d) Hackathon Content – all the content, data, and information made available to Participants including CREA's APIs and/or data sources, certain Listing Content that provided by participating CREA members and all related Compilations, and may include Google Analytics, Google Map geocodes for that Listing Content, Environics, and Local Logic neighbourhood data.
- e) Listing Content - real estate listing and related information, photographs, and images in electronic form provided by members of CREA.
- f) Participant - individual Participants and teams of Participants.

### **III. HACKATHON PARTICIPATION AND ENTRY RULES**

- a) The Hackathon will begin on October 12<sup>th</sup>, 2018 at 6:30 pm (EDT) and will close on October 14<sup>th</sup> at approximately 6:00 pm (EDT). The Hackathon will be at Bayview Yards in Ottawa, located at 7 Bayview Rd, Ottawa, Ontario, K1Y 2C5, and Participants must be able to attend in person.

- b) Registration will open on August 8<sup>th</sup>, 2018. Registration will end on September 28<sup>th</sup>, 2018 or earlier if registration reaches 100. Registration will be on a first come first serve basis. To enter, Participants must complete the registration form on Hackathon.REALTOR.ca and pay the \$25 per individual Participant fee.
- c) Participants
- i. Each Participant must be over the age of 18.
  - ii. Participants may enter individually or as a team of up to 5 individuals. Teams of more than 5 individuals will only be allowed if pre-approved by CREA.
  - iii. Each Participant on a team acknowledges and agrees that acts of any one Participant on a team may be deemed, in CREA's sole and absolute discretion, to be acts of the entire team.
  - iv. For greater certainty, individual Participants may not work on multiple teams. If it is discovered that a Participant is found to have acted contrary to this rule, then (in the sole and absolute discretion of CREA) he/she and his/her team(s) (if applicable) may be disqualified from the Hackathon and corresponding Entries may be subject to disqualification.
- d) Entries
- i. All Participants may only submit one Entry to the Hackathon, which must be in either English or French.
  - ii. Each Entry includes the real-world solution developed by the Participant, including all components of the application software developed by the Participant, code, graphics, the graphical user interface, and elements of user experience.
  - iii. All Entries must be presented in a technical platform that will demonstrate how the Entry works, such as on a website or mobile app.
  - iv. All Entries must be original creations that are unpublished and not have been submitted in any other hackathon, similar challenge, or contest, promotion, or competition.
  - v. Entries must be suitable for presentation in a public forum.
  - vi. Entries must comply with all applicable laws and must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, CREA, or any third party.
  - vii. Entries must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, including moral rights, trademark, trade secret, or right of privacy or publicity.
  - viii. Entries must not include any malware, spyware, viruses or similar harmful code or content.
  - ix. Entries will not be accepted on a confidential or restricted basis.
- e) All Participants will be required to provide their own computer(s) and any other hardware required to develop and submit their Entry including any necessary chargers. Electrical outlets will be available on a first come first serve basis. Participants are responsible for any and all costs or expenses incurred to participate in the Hackathon. All Participants will be responsible

for their own transportation to the Hackathon venue and all other costs/expenses for the duration of the Hackathon.

- f) CREA reserves the right, in its sole and absolute discretion, to disqualify any Entry or Participant that it or finds to be:
  - i. violating these rules;
  - ii. refers, depicts, or in any way reflects negatively upon CREA, CREA's members, or CREA's trademarks.
  - iii. tampering or attempting to tamper with the Entry process, the operation of the Hackathon, or the Hackathon website;
  - iv. acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or
  - v. attempting to undermine the legitimate operation of the Hackathon by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or CREA representatives.
- g) Judging criteria
  - i. CREA has the sole and absolute discretion to make decisions related to the administration of this Hackathon and the sole and absolute discretion to judge Entries.
  - ii. The winning Entry will be chosen based on criteria developed by CREA, which will be made available to Participants prior to the Hackathon.
  - iii. The Participant who submitted the Entry that is awarded the highest score based on the criteria set out above will be selected as the winner. CREA reserves the right to select more than one winner.
  - iv. The odds of a Participant's Entry being selected as a winner will depend on the number and quality of Entries received. If a Participant's Entry is not selected as the winner, the Participant will have no recourse, regardless of whether the Entry is similar in content or likeness to the winner's Entry.
  - v. The winner will not receive a monetary prize. The winner will only get bragging rights and CREA may feature the winner(s) in any of its internal and external communication channels.
- h) Participating in this Hackathon does not form a relationship between CREA and the Participant and CREA is under no obligation to contract with the winning Participant or any other Participant.

#### **IV. ACCESS AND LICENSE**

- a) Provided that the Participant strictly complies with each of the terms and conditions of these rules, CREA hereby grants to the Participant the right to access the Hackathon Content.
- b) Participants will be permitted to reproduce, use, communicate and display the Hackathon Content in one Entry solely for the purpose of this Hackathon.

- c) The license granted to the Participant under these rules shall be non-exclusive and non-assignable and shall expire at the close of the Hackathon on October 14<sup>th</sup>, 2018. The Participant shall have no right to sub-license or transfer any of its rights or obligations under these rules.
- d) All rights not specifically granted to the Participant under these rules are reserved to CREA. Without limiting the generality of the foregoing, the Participant is specifically prohibited from doing any of the following:
  - i. Using the Hackathon Content for any purpose other than participating in the Hackathon including without limitation seeking to sell, license, rent, remarket, or commercialize the Hackathon Content, or any part thereof;
  - ii. Sending the Hackathon Content to any other website or company, or allowing any other website or third party to access the Hackathon Content.
  - iii. Using the Hackathon Content in any manner not expressly permitted by these rules.
- e) Neither the license nor these rules shall be construed as granting or conveying to the Participant any right, title, or interest in or to REALTOR.ca or the Hackathon Content.
- f) Upon the close of the Hackathon on October 14<sup>th</sup>, 2018 the Participant agrees as follows:
  - i. The Participant shall make no further attempt to download the Hackathon Content and must destroy all copies of the Hackathon Content;
  - ii. The Participant shall cease any further use, reproduction, exhibition, distribution or transmission of the Hackathon Content downloaded prior to close of the Hackathon;
  - iii. The Participant shall immediately remove, and permanently destroy, all copies of the Hackathon Content from their website, app, and from any computer or other electronic device under the Participant's power, possession or control; and
  - iv. The Participant shall delete or disable from any of its software, any functionality permitting downloading of the Hackathon Content.

## **V. PUBLICITY**

- a) By entering the Hackathon each Participant grants CREA the irrevocable, sublicensable, free of charge, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each Participant releases CREA from any and all liability related to such authorized uses. Participants participating in a Team agree to be identified as part of the Team, with other Team members.
- b) Nothing contained in these rules obligates CREA to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.
- c) Participants may post on social media during the Hackathon but such posts must not disclose or discuss the ideas of other Participants' Entries.

## **VI. PRIVACY**

- a) Participant acknowledges that their personal information submitted with an Entry, including without limitation their photograph, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by CREA for the purposes of the Hackathon and is subject to CREA's privacy policy located at <https://www.crea.ca/about/privacy/>.
- b) Participants acknowledge that the Hackathon Content contains personal information within the meaning of Canada's privacy legislation and is considered confidential information. Participants must treat the Hackathon Content at all times as confidential information.

## **VII. INTELLECTUAL PROPERTY RIGHTS IN ENTRIES AND CREA'S RIGHT OF FIRST REFUSAL**

- a) Participant's Intellectual Property Rights
  - i. With the exclusion of any Hackathon Content incorporated into the Entries, Participants will own their Entries and all copyright, patents, or other intellectual property rights unless or until such rights are assigned, including as provided herein.
  - ii. Notwithstanding section 1 above, if any Participants are employees or contractors of CREA then CREA will be the owner of any Entry created by that Participant, or by the team the Participant is on, including all copyright, patents, or other intellectual property rights.
  - iii. A review period will commence the day of the Hackathon and continue until April 15<sup>th</sup>, 2019 (the review period). All Participants give to CREA an exclusive right of first refusal for the full duration of the review period, and specifically the exclusive right of CREA to purchase the Entry and all associated intellectual property rights, or to an exclusive, worldwide license to use the Entry and all associated intellectual property rights or some combination thereof.
    - A. Participants must not license or sell their intellectual property rights associated with the Entry to any other person or company without giving CREA the right of first refusal during the review period. Further, Participants cannot directly exploit any substantial part of the Entry during the review period.
    - B. If CREA decides to exercise its rights under this rule CREA and the Participant will negotiate the terms of a mutually acceptable agreement. Each Participant agrees to negotiate in good faith, on commercially reasonable terms, with agreement to terms and conditions not being unreasonably withheld.
    - C. Any individual Participant on a team may negotiate and bind other team Participants, and come to an agreement on behalf of the team with CREA, which agreement shall be binding on all team members. Any Participant that so negotiates and represents a team agrees to account to other Team members on an equal basis, unless an alternate accounting arrangement is otherwise agreed to in writing among Team members.

D. If CREA does not exercise its rights during the review period, or if CREA and the Participant are not able to negotiate the terms of an agreement, the Participant may enter into negotiations with any other person or company for the use of the Entry and associated intellectual property rights. For greater certainty, if CREA and the Participant are not able to negotiate the terms of an agreement, the terms and conditions of these rules shall not be construed as granting any right to produce, reproduce, use, modify, publish, exhibit, download, upload, post or distribute the Hackathon Content or any part thereof.

b) CREA's Intellectual Property Rights

- i. The Participant acknowledges that CREA owns or is licensed to use all right, title and interest, including all copyrights and other proprietary rights, such as the software, source code and object code, all patents, patent rights, inventions, discoveries, concepts and ideas, whether patentable or not, and all business methods, trade secrets, confidential information and enhancements developed at any time by CREA, in REALTOR.ca, the Hackathon Content, and all software used to operate REALTOR.ca.
- ii. Except as specifically provided by these rules the Participant has no right to produce, reproduce, use, modify, publish, exhibit, download, upload, post or distribute the Hackathon Content or any part thereof.
- iii. The Participant acknowledges that CREA is the owner of the MLS<sup>®</sup>, Multiple Listing Service<sup>®</sup> and related certification marks and is the exclusive licensee of the REALTOR<sup>®</sup>, REALTORS<sup>®</sup> and related certification marks (collectively, "CREA's trademarks").
- iv. CREA grants the Participant a revocable, non-exclusive, non-transferable, royalty free right, without right of sublicense, to display (but not use) the CREA trademarks embedded within the Hackathon Content solely as necessary to participate in the Hackathon. No other uses of CREA's trademarks is permitted.

## VIII. INDEPENDENT CREATION

- a) Participants agree that CREA's independent development, preparation, production, acquisition, dissemination and/or exploitation of any application, software, utility, feature tool, or graphic, including on REALTOR.ca based on the same or similar idea to an Entry shall not entitle any Participant to assert a claim or right, or to seek any compensation or other remedy.
- b) CREA is always coming up with and working on new ideas, and has software, products and projects in various stages of development. Participants acknowledge that CREA, or one of its consultants, may already be working on or have developed the same or similar idea as one submitted. A similar idea may be later developed by or for CREA, have been or will be suggested by another Participant, or may already be in public use.
- c) CREA is under no obligation to keep, acknowledge, or return any related materials Participants provide in relation to this Hackathon.

## IX. DISCLAIMER, LIMITATION OF LIABILITY & NO INDEMNITY BY CREA

- a) The License is granted pursuant to these rules is on a strictly "as is" basis in all respects. Access to the Hackathon Content is solely at the risk of the Participant, including without limitation the

risk that the Hackathon Content is inaccurate or incomplete, or that the Hackathon Content and the transmission thereof may be corrupted or contain viruses, bugs or other defects.

- b) ANY ATTEMPT BY AN INDIVIDUAL OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS HACKATHON OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS HACKATHON MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, CREA RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE HACKATHONS.
- c) CREA MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OWNERSHIP, ACCURACY, COMPLETENESS, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND CREA DISCLAIMS ANY RESPONSIBILITY REGARDING THE OPERATION OF REALTOR.CA AND THE ACCURACY OF ANY AND ALL CONTENT, OR THEIR SUITABILITY FOR THE PURPOSES OF THE PARTICIPANT.
- d) To the extent permitted by law, in no event shall CREA and its affiliates (including, without limitation, its parent, sister and subsidiary companies), advertising and promotional agencies, suppliers of materials or services, and all of their respective shareholders, directors, officers, employees and agents (collectively, the "Releasees") be liable for any indirect, special, incidental, consequential or punitive damages, including but not limited to those for business interruption or loss of profits, even if the Releasees have been notified of the possibility of such damage.
- e) The Releasees do not assume any responsibility for, and by entering, Participants release the Releasees from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with participation or attempted participation in the Hackathon, including, without limitation the administration of the Hackathon, the Entry, commercialization of an Entry, or the selection of a winner.
- f) Without limiting the generality of the forgoing, the Releasees are not responsible for:
  - i. the incorrect or inaccurate capture of an Entry, or any component thereof;
  - ii. late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete Entries, Entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of these rules;
  - iii. any loss, damage, or claims caused by the Hackathon itself;
  - iv. any problems arising at the Hackathon Location and/or any failure of any website connected to the Hackathon, including, without limitation, any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any electrical outlets, telephone or computer lines, technical malfunctions of any computer online systems, servers, access providers, computer equipment, software, failure of any Entry to be received on account of technical or other problems, or any combination thereof including, without limitation, any injury or damage to an individual's or any other person's computer related to or resulting from participating in or downloading any material connected to the Hackathon, all of which may affect a person's ability to participate in the Hackathon;

- v. any errors, omissions, incorrect or inaccurate information in any Hackathon-related materials, including, without limitation, printing or advertising errors or failure of, or problems with any equipment or programming associated with or used in the Hackathon howsoever caused;
  - vi. the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise;
  - vii. any claims regarding the accepting, arranging, awarding, and declaration of the winner; and
  - viii. any claims in any way related to the publication of an Entry, including without limitation any loss of rights associated therewith. Entries, Entry material/data that has been tampered with or altered is void.
- g) Participants shall not at any time assert any claim that the Releasees have unlawfully or improperly used any of the Participant's ideas, and hereby release Releasees from any and all liability in connection therewith.
  - h) CREA's maximum liability arising from any and all claims in connection with the Hackathon shall not exceed \$100.
  - i) Participants shall indemnify and hold CREA harmless from any claims, demands, damages, liabilities and costs (including legal fees) asserted by any third party relating in any way to breach of the foregoing.

## **X. GENERAL**

- a) These rules contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof.
- b) This Hackathon is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. CREA reserve the right to cancel, amend or suspend this Hackathon, or to amend these rules, at any time, for any reason, and without prior notice or obligation. Updated or amended versions will be posted on Hackathon.REALTOR.ca. Participants are responsible for checking Hackathon.REALTOR.ca regularly for any updates to these rules. In the event of any discrepancy or inconsistency between these rules and disclosures or other statements contained in any Hackathon-related materials, the terms and conditions of these rules posted on hackathon.REALTOR.ca shall prevail, govern and control.
- c) If any of the provisions of this agreement are held invalid or unenforceable, such a finding will not affect the validity of any other provisions of this agreement.
- d) In the interpretation of this contract or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party: prepared this contract or any part of it; or seeks to rely on this contract or any part of it.
- e) In the event that any signature is delivered by facsimile transmission or by scanning and sending by electronic mail ("e-mail" in a "pdf" data file format or other similar scanned file format) said e-mail delivery of such signature shall create a valid and binding obligation of the party executing



(or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned e-mail signature page were an original thereof.

- f) These rules shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Superior Court of the Province of Ontario to adjudicate any and all disputes regarding the validity, interpretation and/or enforcement of this agreement. The parties have agreed that this agreement and all documents related hereto be drafted in English. Les parties ont requis que la présente convention soit rédigée en anglais.

**I confirm that I have read and understood the rules in this Agreement and agree to be bound and abide by them.**

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_