

Terms and Conditions of the Michal Sela Safe@Home Hackathon 2024

By clicking the “accept” or “ok” button and submitting a registration form to participate in the Michal Sela Safe@Home Hackathon, you expressly acknowledge and agree to comply with, and on behalf of your Entity, be legally bound by the following Hackathon terms and conditions. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these terms and conditions please do not register or submit any application to participate in the Hackathon.

1. Background

The Michal Sela Forum R.A. (“**Michal Sela Forum**”) was established in memory of its namesake, following the brutal murder of Michal Sela by her husband in her home on October 2019.

The Michal Sela Safe@Home_Hackathon is aimed to encourage the development of innovative technological tools, with the purpose of saving women’s lives through prevention of domestic violence (hereinafter: the “**Hackathon**”). This Hackathon is an initiative led by the Michal Sela Forum (hereinafter: the “**Organizers**”). This will be the Fifth time the Hackathon has taken place.

2. The objectives of the Hackathon

- 2.1. Initiating an innovative, interdisciplinary discussion concerning domestic violence, thus raising awareness of the issue and steering the focus of the conversation to a more solution-oriented discourse.
- 2.2. Creating a suitable environment for the development of life-saving, technological initiatives, which will constitute a significant step forward in the war against domestic violence. Each Team (as defined below) will work together for the consolidation of solutions to challenges presented by the Organizers.

3. Who may apply for the Hackathon?

3.1. Any company or corporation (an “**Entity**”) will assign a team of 4-6 individuals of 18 years of age or older who are employed or engaged by such Entity and representing such Entity (a “**Team**”). To the extent that an entity does not meet these requirements and wishes to apply for participation in the Hackathon, it must contact the Organizers first at h@michalsela.org.il.

3.2. Each Team shall include: a team leader or a product manager; at least one developer with a technological orientation and programming skills; a creative UX/UI designer and a marketing expert.

4. Registration for the Hackathon

4.1.—The registration will be according to Section 5.1 below. The Organizers reserve the right to modify the aforesaid dates, by posting notice to that effect on the Hackathon website: <https://www.h-michalsela.org.il/> (hereinafter, the “**Hackathon Website**”).

4.2. The submission of an application to register will be free of charge and will take place on the Hackathon’s Website, by filling out a registration form to participate in the Hackathon . .

4.3. Any Entity interested in submitting an application to participate in the Hackathon by its authorized representative (collectively with its Team, the “**Applicants**”) will provide, upon its registration to the Hackathon, the Entity’s name, a description of the initiative/idea for the Hackathon (the “**Initiative**”) and

the following details for each of its Team members: full name, telephone number, email address and profession .

- 4.4. It is hereby clarified that the responsibility for providing the aforesaid details rests solely with the Applicants and that the Organizers have no, and will have no, responsibility for the veracity and/or accuracy of the details provided in the manner aforementioned.
- 4.5. Any Applicant will be deemed to have agreed, confirmed and warranted, in its name and on the behalf of any representative thereof who wishes to take part in the Hackathon, that (i) it read these Terms and Conditions and agreed to be bound by them and that it agreed to registration and participation in the Hackathon and (ii) it has the right to participate in the Hackathon according to these Terms and Conditions, has obtained all approvals, consent and authorizations required from any party, for its participation in the Hackathon, and does not require any further consents or approvals, and is not in breach of any undertaking, policy or contractual commitment.
- 4.6. In any event that an Applicant breaches these Terms and Conditions and/or any of its obligations hereunder, the Organizers may terminate its participation in the Hackathon and/or its eligibility to win the Hackathon and/or its eligibility to participate in the Academy program (as defined below). The Applicant waives in advance any demand and/or claim and/or action against the Organizers in this regard.
- 4.7. It shall be clarified that none of the Organizers, nor any other individual who was directly involved in the organization of the Hackathon, or their first-degree relatives (spouses, parents, siblings, children), will be permitted to participate in the Hackathon as a Team member, with the exception of participating as a mentor or an expert accompanying the Hackathon.

5. The Hackathon and its Stages

- 5.1. **Registration for the Hackathon:** The registration to the Hackathon will commence on [March 1, 2024] through the Hackathon Website and will close on [May 4, 2024].
- 5.2. **Notice of Selected Applicants and Initiatives:** The Organizers will review the applications and at their sole discretion either confirm or reject the participation of the Applicants and their Initiatives. The list of selected Applicants and their Initiatives for the quarter finals of the Hackathon (hereinafter: the “**Selected Applicants**” and “**Selected Initiatives**”) will be on [_____]. The Selected Applicants will be notified on this regard and on the expected schedule to follow.
- 5.3. **Using the Hackathon virtual platform:** Selected Applicants will receive an email explaining how to use the virtual platform and will be able to contact the platform Teams for questions.
- 5.4. **Online Course and training:** Virtual course content will be sent to the Selected Applicants to help them prepare for the Hackathon. Additionally, the Organizers will also host mandatory online trainings and guidance leading up to the Hackathon (via Zoom), which will serve as preparation for it and provide essential information.
- 5.5. **Hackathon:**
 - 5.5.1. **Hackathon:** The hackathon will be held at the Innovation Authority’s office (Jerusalem) from May 22, 2024 to May 23, 2024, and will be judged by a panel of judges, at their sole discretion (hereinafter: the “**Hackathon Panel**”). Each Team will be required to submit a 2 minute video clip

presenting their Selected Initiative by May 23, 2024 ([] PM). A grand “Expo” event will be held following such submissions, in which the Selected Initiatives will be presented to the public on May 23,[] PM).

5.5.2. **Hackathon semifinals:** On May [], 2024 ([] PM), the Hackathon Panel will announce the top Selected Initiatives that have qualified for the Hackathon finals.

5.5.3. **Hackathon finals:** The finals will be held on May 29, 2024 at the National Presidential residence, in the presence of the President of the State of Israel, Mr. Isaac Herzog, and the Hackathon Panel. Following presentations by the Teams of their Selected Initiatives, the winners of the Hackathon will be announced.

5.5.4. The Organizers are not required to notify Applicants who have not qualified to the next stages of the Hackathon.

6. Selected Initiatives criteria

6.1. Any submission of an Initiative will be thoroughly reviewed as follows:

Relevance – The Initiative is expected to engage with at least one of the Hackathon challenges, and to provide a real practical solution to them (The Hackathon challenges can be found on the Hackathon Website).

Innovation – The Initiative must propose a technological idea that demonstrates “outside the box” thinking; an interdisciplinary innovation which combines different disciplines; preferably an innovative idea that challenges existing perceptions and solutions in the field of domestic violence, including substantial upgrades to existing products.

Impact and scale potential – The Initiative is expected to achieve high impact on diverse audiences and can scale to other markets outside of Israel.

Feasibility – The Organizers will consider the possible challenges that the Initiative can face, including technological, legal and ethical challenges.

7. The prize

7.1. The Hackathon Panel will announce the final three (3) winning Initiatives of the Hackathon, and the Team responsible for each such Initiative. The winning teams will be awarded with a monetary prize (to be determined at the Organizers’ sole discretion). The prizes shall be used for the benefit of developing the Initiatives, and will be granted to the Team in installments, in accordance with milestones to be determined by the Organizers (at their discretion) and subject to the development progress of the Initiative. It is hereby clarified that in the event the Team has not claimed the prize within twenty (20) months as of the completion Hackathon, such prize shall be owned by the Michal Sela Forum.

8. The “Michal Sela Startup Academy” Program

- 8.1. Following the Hackathon, the Michal Sela Forum may choose several Teams which will be provided with the opportunity to participate in the exclusive “**Michal Sela Startup Academy**” Program, in which they will be given tools and assistance for the purpose of realizing their Initiative.

9. Intellectual Property Rights

- 9.1. The Entity shall be the sole and exclusive owner of any and all materials provided by its Team in connection with the Hackathon, including, without limitation, any and all, protocols, techniques, procedures, discoveries, inventions, methodologies, improvements, know-how and original works of authorship, and all materials, texts, drawings, specifications, reports, presentations, including without limitation, reports, data, and other recorded information, in preliminary or final form, that result from or are suggested by a Team in connection with the Hackathon, or that are created, developed, conceived, reduced to practice, discovered, invented or made by the Team (whether solely or jointly with others) in connection with the Hackathon, and/or any Selected Initiatives, or any related webinar, workshop, and/or pertaining to the Michal Sela Forum’s activities, and all Intellectual Property Rights therein, collectively the “**Proprietary Materials**”). Each Team hereby assigns and transfers to its Entity all right, title and interest that the Team may now or hereafter have in the Proprietary Materials. Each Team agrees to: (i) promptly disclose to its Entity the creation or existence of all Proprietary Materials; and (ii) take such action, during and after the Hackathon, as the Entity may request, to evidence, transfer, vest or confirm its right, title and interest in and to the Proprietary Materials; and (iii) to the extent necessary, irrevocably appoint the Entity as its attorney-in-fact to execute assignments of, and register all rights to, the Proprietary Materials and the Intellectual Property Rights therein. Entity shall reimburse its Team members for any related out-of-pocket expenses evidenced in connection therewith. Team members shall not be entitled, and hereby waives now and/or in the future, any claim, to any right, compensation, royalty and/or reward in connection with said Proprietary Materials and waives and vows never to assert any moral rights therein. For purposes hereof, “**Intellectual Property Rights**” shall mean all worldwide: (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (e) divisions, continuation, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired. Notwithstanding the foregoing, an Entity may decide, in its sole discretion, that its Team or the Michal Sela Forum shall be the sole and exclusive owner of the Proprietary Materials. To the extent that an Entity wishes to do so, it shall contact the Organizers at h@michalsela.org.il and attach a written consent signed by an authorized representative of the Entity.
- 9.2. Each Applicant hereby represents and warrants that it will neither use in connection with any Proprietary Materials and/or any submitted proposal nor incorporate therein, any data, information, materials, trade secrets, inventions and the like that are the intellectual property of or subject to the rights of third parties.

- 9.3. It is further clarified that any service provided by a mentor or by the Organizers in connection with the Hackathon, including but not limited to, consultation, assistance or knowledge, shall be given on a voluntary basis and with no proprietary limitations or obligations towards the mentor or the Organizers.
- 9.4. Subject to Section 10.2, all Proprietary Materials shall be deemed confidential and cannot be shared with or disclosed to any third party, other than by a Team (during the first six (6) months following the Hackathon) or an Entity (following such first six (6) months following the Hackathon). Without derogating from the foregoing, this shall not prohibit Applicants from sharing Proprietary Materials developed by them or their Team, with the Organizers, mentors and/or their Team members in connection with and during the Hackathon. Notwithstanding the above, a Team member may disclose Proprietary Materials to mentors, consultants or agents with a reasonable need to know and under obligations of confidentiality.

10. Publicity and Attribution, Release of photos / videos

- 10.1. Unless otherwise requested by the Michal Sela Forum, each Entity, shall be required to publicly state and credit the Michal Sela Forum, in any publication relating to the Hackathon, including, but not limited to, in their official website, web or mobile application and social media pages. For the sole purpose mentioned above, the Michal Sela Forum hereby grants to the Entity a limited, non-exclusive, revocable license to use Michal Sela Forum's trademark(s), logo, and/or name, in accordance with any guidelines provided by the Michal Sela Forum.
- 10.2. The title, general description, and any promotional material such as video clips, in connection with the Initiative (whether prepared by the Team or otherwise) shall be referred to as “**Information Permitted for Disclosure**” and the Organizers will have the right to record any activity of any Team members during the Hackathon and to use the names of the Team members and the Information Permitted for Disclosure on any document, publication or materials prepared by the Organizers including PR or promotional materials. The Organizers may use any photos, videos, clips or quotes taken during the Hackathon, as they shall deem fit at their sole discretion, for no consideration and without any time-related or media-related limitations. Moreover, the Team members and/or the Entity agrees that Organizers and/or the Michal Sela Forum may include their name and/or logo in marketing and promotional materials.
- 10.3. Without derogating from the generality of the foregoing, the Entity and the Teams hereby give their prior consent to documentation and publication of their names and Initiatives, as documented by the Organizers, in newspapers, on television, on the Internet, including on social networks or any other media without any limitations or conditions.

11. General

- 11.1. Any reference in these Terms and Conditions to the masculine form is made for convenience purposes only, and equally refers to women and men alike.
- 11.2. The Organizers reserve the right to disqualify any Applicant who disrupts or disturbs the proper conduct of the Hackathon or who acted in violation of these Terms and Conditions.
- 11.3. Except with respect to any willful misconduct of the Organizers, Applicants will have no and hereby waive any claim or right whatsoever with respect to the Organizers and the Organizers will have no liability to any

Contender and/or Applicant in connection with any omission or action taken by the Organizers and/or others on their behalf, or in connection with any malfunction or error.

- 11.4. The Applicants hereby agree and acknowledge that information gathered in the course of the Hackathon and/or which they share with the Organizers, including Applicants' personal data, may be retained by the Organizers and used for the purpose for which it was provided, for the operation and execution of the Hackathon and as set forth in Section 10 above.
- 11.5. The Organizers will have no responsibility for: (1) any erroneous or inaccurate information, whether the same was provided or caused by the Organizers or any representative thereof or by the Applicants, as a result of typing errors or by any equipment or software related or used by the Hackathon, (2) technical failures of any kind, including, without limitation, malfunctions, disruptions or disconnections in telephone lines, internet, computers, hardware or software or in any infrastructure made available to the Applicants, (3) technical or human error, which might occur in the course of the Hackathon or the processing of records, and/or (4) any personal injury or damage to property which might be caused, directly or indirectly, fully or partially, by the participation in the Hackathon. The Organizers are hereby released from and against any claim, expense or liability, including against negligence, infringement of privacy, defamation, infringement of copyright, trademarks or intellectual property rights, and against personal injury or damage to property of any kind.
- 11.6. The Organizers may postpone or cancel any activities, in whole or in part, or amend any dates, for any reason whatsoever, in their exclusive discretion upon posting notice to that effect on the Hackathon Website. The Organizers may, from time to time, for any reason whatsoever and without having to construe their decisions of any kind or at any stage, modify these Hackathon Terms and Conditions in their exclusive discretion upon posting notice to that effect on the Hackathon Website.
- 11.7. It is the responsibility of the Applicants to bear the actual expenses he will incur as part of the Hackathon and any tax, expense or payment due to any prize.
- 11.8. Delay in awarding the prize, shall not deem to be a cause of claim against the Organizers or others related to the Hackathon.
- 11.9. Applicant is aware of and agrees that Organizers do not guarantee any prize, even if all other Applicants are disqualified, and that it may not rely on the expected or anticipated Hackathon or any prize or benefits that may occur.
- 11.10. All decisions made by the Organizers are not challengeable.
- 11.11. In the event of any contradiction between these Terms and Conditions and any other publication that pertains to the Hackathon, the provisions of these Terms and Conditions will prevail, unless the publication explicitly notes otherwise.
- 11.12. Any dispute, claim or action deriving from or related to this Hackathon will be settled exclusively by the competent court in Tel Aviv - Yafo.