YouTube Effect Maker Winter Wonders Challenge
Terms and Conditions

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

SUBMISSION OF ANY ENTRY CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS AS A CONTRACT BETWEEN ENTRANT (AND EACH INDIVIDUAL MEMBER OF TEAM OF ENTRANTS), THE SPONSOR, AND ORGANIZER.

§ 1.
General provisions

1. This document (the "**Terms and Conditions**") defines the terms and conditions of the YouTube Effect Maker Winter Wonders Challenge ("**Hackathon**") organized on Lenslist.co portal by a Polish limited liability company LENSLIST SP. Z O.O. having its legal seat in Warsaw, address: Solec 81B / 73A, 00-382, Warsaw, Poland, entered into the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division, under the KRS number: 929279, having tax identity number (NIP): 5213944791 and share capital: PLN 5,000.00 (the "**Organizer**" or "**we**") and sponsored by Google LLC ("**Sponsor**"), including the conditions to be fulfilled by an individual ("**you**" or "**Entrant**") in order to participate in the Hackathon.

2. The Terms and Conditions form a legal binding agreement between you, Sponsor and the Organizer. In order to participate in the Hackathon you have to first read and accept the Terms and Conditions. By submitting your work pursuant to §4 of the Terms and Conditions you confirm that you have read, accepted, and agree to be bound by the Terms and Conditions including the terms of personal data processing and by the decisions of Organizer and Sponsor, which are final and binding in all respects. The rules for the processing of personal data for the purposes of the Hackathon will be specified in the Privacy Policy available on the Hackathon website at https://lenslist.co/effect-maker-challenges/winter-wonders.

3. Sponsor and Organizer reserve the right, in their sole discretion, to cancel, suspend and/or modify the Hackathon, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.

4. Sponsor and Organizer:

a) Sponsor: Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.
b) Organizer: LENSLIST SP. Z O.O., Solec 81B / 73A, 00-382, Warsaw, Poland.

§ 2.
Dates and Timing

1. Submission Period: November 23, 2026 at 1:00 pm Central Europe Time – January 04 2027 at 23:59 pm Central Europe Time ("**Submission Period**").

2. Judging Period: January 05, 2027 at 10:00 am Pacific Time – January 11 2027 at 5:00 pm Pacific Time ("**Judging Period**").

3. Winners Announced: On or around January 12, 2027 at 2:00 pm Central Europe Time ("**Winners Announcement**").

4. All aforementioned dates are subject to change by the Organizer or Sponsor.

5. The time clock of Organizer's designated computer administering this Hackathon is the official clock for this Hackathon.

§ 3.
Eligibility

1. This Hackathon is open only to:

    a) Individuals who are at least the age of majority where they reside as of the time of entry ("**Eligible Individuals**");
    b) Organizations (including corporations, not-for-profit corporations and other nonprofit organizations, limited liability companies, partnerships, and other legal entities) that exist and have been organized or incorporated at the time of entry;
    c) Individuals who reside in a country where the Effect Maker software is accessible. To use Effect Maker and participate in this Hackathon, you have to reside in one of the following countries or regions: Åland Islands (Finland), Algeria, Argentina, Aruba, Australia, Austria, Azerbaijan, Azores (Portugal), Bahrain, Bangladesh, Belgium, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Büsingen am Hochrhein (Germany), Cambodia, Canada, Canary Islands (Spain), Cayman Islands, Ceuta (Spain), Chile, Colombia, Costa Rica, Croatia, Cyprus, Czechia, Denmark, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Finland, France, French Guiana (France), French Polynesia, Georgia, Germany, Ghana, Greece, Guadeloupe (France), Guatemala, Heligoland (Germany), Honduras, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Laos,

Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Madeira (Portugal), Malaysia, Malta, Martinique (France), Mayotte (France), Melilla (Spain), Mexico, Moldova, Montenegro, Morocco, Nepal, Netherlands, New Zealand, Nicaragua, Nigeria, North Macedonia, Northern Mariana Islands, Norway, Oman, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Réunion (France), Romania, Saint-Martin (France), Saudi Arabia, Senegal, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Tunisia, Turkey, Turks and Caicos Islands, Uganda, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela, Vietnam, Yemen, Zimbabwe. Learn more about getting started with Effect Maker.

d) Only users who have access to YouTube's advanced creator features can use Effect Maker. Learn how to get access to advanced features.
e) If you can't access the Effect Maker, you can't enter this Hackathon. If you are based in one of the countries listed above and still can't access Effect Maker, please reach out to us at info@lenslist.co and share your YouTube channel ID. Learn how you find your YouTube channel ID.

2. This Hackathon is not open to:

    a) Individuals who are residents of, or entities/organizations domiciled in countries noted in the EU list of non-cooperative jurisdictions: American Samoa, Anguilla, Dominica, Fiji, Guam, Palau, Panama, Samoa, Trinidad and Tobago, US Virgin Islands, Vanuatu, Seychelles, as well as any country that is under any trade or economic sanction or on any program or country list designated by the United States Treasury's Office of Foreign Assets Control, or where the laws of the United States or local law prohibits their participation or receipt a prize in any contest and specifically excludes Russia, Belarus, Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, North Korea, Iran, and Syria;
    b) Employees of both Sponsor and Organizer and their subsidiaries, their immediate family members (parents, step-parents, children, step-children, siblings, step-siblings and spouses, regardless of where they live), anyone who shares a residence with the above at least 3 months out of the year or anyone professionally associated with the Organizer or with the Hackathon organization, distribution or promotion;
    c) An individual employed as a government official at the time of entry, may only enter the Hackathon in their personal capacity. 'Government officials' include any government employee; candidate for public office; and employees of government-owned or government-controlled companies, public international organizations, and political parties.

3. If more than one natural person submits one Entry (the "**Creator Team**"), all members of the Creator Team agree that the individual who submits Entry on behalf of the Creator Team will be designated the leader of the Creator Team (the "**Team Leader**"). If a

Creator Team wins a prize, the Team Leader will receive it. Organizer is not responsible for distributing the prize money to other members of the Creator Team. Each member of a Creator Team will be considered an Entrant.

4. As an Entrant you must ensure that your participation is lawful in accordance with the laws of your country of residence. The Terms and Conditions are void where participation would not be permitted under local national laws. The Organizer does not make any representations, express or implied, as to the lawfulness of participation for an Entrant pursuant to the laws of any particular country.

5. By participating in the Hackathon, each Entrant represents and warrants that they meet these eligibility requirements and have read, accepted, and will comply with these Terms and Conditions, and acknowledge that any violation of these Terms and Conditions may disqualify Entrant from the Hackathon.

§ 4.
Task and Entry

1. The task for the Entrants consists of registering on the Hackathon website, creating, and publishing an effect using the Effect Maker tool in accordance with specifications stipulated on the Hackathon website and submitting the effect on the Hackathon website (the "**Entry**").

2. When participating in the Hackathon, you are strictly prohibited from and you are hereby obligated NOT to:

    a) upload, transmit, post, provide a hyperlink to or otherwise make available:
        - any Entry that is unlawful, threatening, abusive, fraudulent, deceptive, defamatory, harmful to minors, or indecent in any way, as determined by Organizer in Organizer's sole discretion, including without limitation any Entry that would constitute (or encourage conduct that would constitute) a criminal offense, give rise to civil liability or otherwise violate any local, state, national, foreign or international law or regulation, such as by infringing, misappropriating, or otherwise violating the intellectual property rights, moral rights or privacy rights of any third party, or otherwise causing injury of any kind to a third party;
        - Entry that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
        - any Entry that affects Sponsor or Organizer adversely or reflects negatively on Sponsor, Organizer or the Hackathon, including both Sponsor's and Organizer's clients, affiliated companies, partners, sponsors or licensees, or the goodwill, name or reputation of any of the foregoing, or that causes distress or duress to anyone, or discourages any person from participating in the Hackathon;

- any Entry that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, any private information of any third party, Entry you did not have permission to post);
- any material that contains software viruses, worms, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- uses or is suggestive of the trademarks or products of Sponsor, Organizer, Organizer's clients, affiliated companies, partners, sponsors.

b) participate in Hackathon to impersonate any person or entity, including but not limited to an employee of Sponsor, Organizer or their affiliated companies, or falsely state or otherwise misrepresent yourself, your age or your affiliation with a person or entity;
c) instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
d) act in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as determined by Organizer or Sponsor in their sole discretion;
e) intentionally or unintentionally violate any applicable local, state, national or international law;
f) post anything indecent, inflammatory, vulgar or overtly insulting, as determined by Organizer in Organizer's sole discretion;
g) violate the terms of any third-party website or service, or the terms of any other agreement with any third party.

§ 5.
Registration and Submission

1. In order to participate in the Hackathon, you must create your Entry ensuring that the requirements specified in these Terms and Conditions and on the Hackathon's website are followed.

2. In order to create a valid Entry, you must follow steps below:
   a) To use Effect Maker, you'll need a YouTube Account and a desktop computer;
   b) To use Effect Maker, you'll need access to the advanced features for YouTube Creators. Learn how to gain access to the advanced features. If you've complied with all the requirements and still can't access the tool, please contact the Organizer via email at info@lenslist.co.

c) Create and publish an effect. Effects require a name, thumbnail, and adherence to the content guidelines. Learn more about the guidelines for Effect Maker;
d) Create an effect preview video that is up to 30 seconds and publish it as a YouTube Short.

3. In order to participate in the Hackathon, you must first register by filling out a form on the Hackathon website. Data necessary for registration are: first name, last name, e-mail address, country of residence, YouTube Channel ID and Discord ID. Entry in the Hackathon constitutes consent for the Sponsor and Organizer to collect and maintain an Entrant's personal information for the purpose of operating and publicizing the Hackathon. Please see Sponsor's privacy policy located at https://policies.google.com/privacy for information about how Sponsor handles information collected in connection with this Hackathon.

4. In order to correctly submit your Entry, you should first register on the Hackathon website, create and publish your effect and YouTube Short showcasing your effect in use. Data necessary for submitting and Entry: first name, last name, e-mail address, effect name, link to effect, link to preview video showcasing your effect, link to YouTube Short, effect description (optional).

5. One Entrant may submit multiple Entries, however they must be substantially different from each other, as determined by the Sponsor and Organizer in their sole discretion.

6. Entrants might be asked to send to the Organizer or Sponsor source files of the Entry, in order to verify it.

7. The Organizer reserves the right to disqualify any Entrant or Entry that does not comply with these Terms and Conditions in its sole discretion. Organizer is not obligated to notify you if your Entry has been disqualified.

8. The Organizer reserves the right to remove inappropriate, offensive and harmful submissions as well as projects that do not fit the brief.

9. To be an eligible submission, your Entry must meet the following requirements:
    a) Entry must be your own original work, solely created by you;
    b) Entry must not have been previously licensed, sold, used, published, released, distributed or otherwise commercially exploited in any form;
    c) Entry must not have previously won any award;
    d) Entry must not infringe or violate any intellectual property rights (including copyright and trademark), privacy, publicity or other personal or proprietary rights of any individual or entity;
    e) Entry must not contain, be derived from, or reference any names, products or services of any business, company, entity or any third-party trademarks, logos

trade dress or promotion of any brand, product or service, unless the Entrant has a valid licence or copyright to use aforementioned types of materials;

f) All Submission materials must be in English or, if not in English, the Entrant must provide an English translation of the demo video, description as well as all other materials submitted;
g) Entry must be published on Entrant's YouTube channel;
h) Entrant must follow YouTube Effect Maker Content Guidelines;
i) Entrant agrees that participation in this Hackathon and agreement to these Terms will not violate any agreement to which (s)he/they is/are a signatory or party and that no such agreement otherwise limits Entrants' ability to participate in this Hackathon or grant the rights granted in these Terms and Conditions.

§ 6.
Selection of Awardees and Prize Payment

1. All Entries from Entrants will be judged by a panel of judges selected by Sponsor and Organizer in their sole discretion ("**Judges**").

2. The Judging process is made of two stages. The first one is a "yes" or "no" stage, where the "yes" Entries are the ones being judged in the second stage. In the second stage Judges will use the following criteria (the "**Criteria**") to evaluate the Entries:

    a) **Idea Quality:** How well does your effect reflect the theme and current content trends?
    b) **Originality:** How unique or original is your effect?
    c) **User Experience:** Is your effect intuitive and easy to use and utilize in content creation?
    d) **Use of Effect Maker:** How well were the Effect Maker features implemented in your effect?

3. The scores from the Judges will determine the potential winners of the applicable prizes. The Entrant(s) that are eligible for a Prize, and whose Entries earn the highest overall scores based on the applicable Judging Criteria, will become potential winners of that Prize. One Entry can receive a maximum of 10 points for each criteria and 40 points overall.

4. If two or more Entries are tied, the panel of Judges will vote on the tied submissions.

5. All Judges' decisions are final and binding in all matters relating to this Hackathon. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to their Entry (including, without limitation, a similar Entry), and that Entrant will not be entitled to any compensation or right to negotiate with the Judges, Sponsor or Organizer, because of these familiarities or similarities.

6. The Organizer informs that all communication with the awarded Entrant (“**Awardee**”) will be done through his/her/their email address given during registration.

7. The Organizer shall have the right to request, and the Awardee shall be obliged to submit source files concerning the awarded task within 7 days in a manner indicated by the Organizer.

8. The Awardee will receive the document used to gather Awardee’s data necessary to fulfill the payment (**"Awardee Agreement"**) at the indicated e-mail address from the Organizer. The Awardee is obliged to complete and send back the Awardee Agreement in a scan or DocuSign form to the indicated e-mail address of the Organizer within 7 days. This condition is necessary for the payment of the Award. Failure to fulfill this obligation within the period specified in the above sentence may result in the Award not being paid.

9. The Award will be delivered within 90 days from the Announcement Date, provided that the formalities referred to in point 8 above will be completed by the Awardee and the Entry will be positively verified.

10. THE AWARD OF A PRIZE TO A POTENTIAL AWARDEE IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. No Entry or Entrant shall be deemed an awarded Entry or Awardee until the Awardee Agreement has been completed and verified, even if prospective winners have been announced verbally or on the Hackathon’s website. The final decision to designate an Awardee shall be made by the Sponsor and/or Organizer.

11. The Organizer is not responsible for the inability to collect the Award for reasons attributable solely to the Awardee.

12. The Organizer will deduct a flat-rate tax on prizes from the Award, in accordance with the applicable regulations. The entire Award of a resident or non-resident of Poland who does not have a certificate of residence is subject to a 10% flat-rate income tax, provided that the Awardee does not conduct artistic and professional activity in the scope covered by the Hackathon. If the Awardee, a non-resident without a certificate of residence, conducts artistic and professional activity in the field covered by the Hackathon, their Award will be subject to a 20% flat-rate income tax

13. If the Awardee, who is a non-resident, presents a certificate of residence, the Organizer will not charge a 10% flat-rate income tax, provided that the relevant double taxation avoidance agreement states so or the Organizer will apply the tax rate resulting from this agreement. In order for the Organizer to apply the provisions of the double taxation avoidance agreement, the Awardee undertakes to immediately present the certificate of

residence and send its confirmation to the Organizer's e-mail address, no later than by 45 days from the announcement date.

14. Organizer reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Awardee, if any. If an Award is legitimately claimed, it will be awarded.

15. Organizer is not responsible for any inability or unwillingness of an Awardee to accept or use an Award (or portion thereof) for any reason. Awards details not specifically stated in these Terms, will be determined in the Organizer's sole discretion. To the fullest extent allowable under applicable law, all taxes (if applicable) (including, without limitation, national, federal, state, provincial, and/or local taxes), as well as any expenses arising from acceptance or use of the Awards and not specified in these Terms as being provided as part of the Awards, are the sole responsibility of the Awardees. Organizer is not responsible for and will not replace any lost, mutilated, or stolen Awards or Awards element or any Awards that is undeliverable or does not reach an Awardee because of incorrect or changed contact information. If an Awardee does not accept or use the entire Awards for any reason, the unaccepted or unused part of the Awards will be forfeited, and the Organizer will have no further obligation with respect to that Awards or portion of the Awards. No transfers or substitutions will be made, except at Organizer's sole discretion. Organizer reserves the right to substitute any stated Awards or any component thereof with another Awards or component of equal or greater value for any reason. No more than the stated Awards will be awarded. Entrants waive the right to assert as a cost of receiving the Awards, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Awards.

16. The Awardee will be notified by the Organizer they are the potential winner on the day of the Winners Announcement via email. Public Winners Announcement is at the Sponsor's and/or Organizer's sole discretion.

17. A valid bank account is required for Awardees to receive payment of their Award.

18. All costs of transferring the Award are borne by the Organizer.

§ 7.
Prize Pool and Structure

1. The total sum of prizes awarded in the Hackathon ("**Prize Pool**") quantified in United States Dollar (USD) amounts to and does not exceed $10,000.

2. There are 21 prizes to be awarded in this Hackathon ("**Prizes**"). The amounts, number and types of prizes ("**Prize structure**") are set as follows:
    a) 1st place: $3,000;

b) 2nd place: $2,000;
c) 3rd place: $1,000;
d) 15 x Honorable Mention of $200;
e) Three Newbie Awards: $500, $300, $200.

3. Sponsor and Organizer reserve the right to change both the Prize Pool and Prize Structure during and after the Submission Period.

4. Prizes are non-transferable by the Awardee. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor will not award a prize if there are no eligible submissions entered in the Hackathon, or if there are no eligible Entries for a specific prize.

§ 8.
Intellectual Property Rights

1. By entering the Hackathon, you declare that you are the author of the Entry and you have all applicable intellectual property rights to the Entry submitted in the Hackathon and that they do not infringe third party rights.

2. All Entries remain the intellectual property of the individuals or organizations that developed them for the purpose of this Hackathon.

3. By participating in the Hackathon, each Entrant waives all moral rights in and to the Entry and grants Sponsor, Organizer, and their respective licensees, successors, affiliates, and assigns an irrevocable, transferable, sublicensable, non-exclusive, unlimited, free, worldwide, and for the maximum term allowed by local law license in order to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry, as well as names, user names, image, likeness, voice and/or other identifiable information of Entrants and Awardees in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, Entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Organizer or Sponsor, he/she will sign documents to this effect. Sponsor and Organizer are not responsible for any unauthorized use of Entries by third parties. Sponsor and Organizer have no obligation to make use of the rights granted herein.

4. The Entrant is liable to the Organizer in the event that his application for participation in the Hackathon or the Entry violates the rights of third parties or generally applicable law.

5. In the event of posting content and Entry that violates the law or rights of third parties, the Entrant is responsible. In the event of any claims by third parties against the Organizer or Sponsor for infringement of their intellectual property rights as a result of

Organizer's or Sponsor's use of the Entry, the Organizer or Sponsor shall immediately notify the Entrant of this fact, who undertakes to take over the above claims.

6. In connection with your participation in the Hackathon, you may acquire information or materials which are of a confidential or proprietary nature. You agree to use such confidential information only in connection with your participation in the Hackathon and agree to hold in confidence and to not disclose confidential information to any person or entity without the prior written consent of the relevant entity. You understand and agree that a violation of this confidentiality obligation may result in immediate termination from the Hackathon, among other remedies that may be sought by and available under law.

7. By participating in the Hackathon and submitting an Entry, each Entrant agrees to the publishing of his/her/their name, likeness and Entry on the Hackathon website, in addition to potential inclusion in a press release and other media coverage. Participating in the Hackathon and submitting an Entry also constitutes permission for Sponsor and their affiliates, agencies and designees to use Awardees names or likenesses for advertising and promotional purposes relating to the Hackathon in any and all media now or hereafter devised, worldwide in perpetuity (or to the maximum extent permissible under applicable law), without additional compensation, notification or permission, unless prohibited by law.

§ 9.
Complaints

1. Entrants have the right to lodge complaints regarding the way the Hackathon is carried out. The complaint should include:
    a) name and surname of the Entrant;
    b) mailing address;
    c) exact description of reasons for lodging a complaint.

2. Complaints should be sent via email to: info@lenslist.co.

3. Complaints can be submitted no later than 14 days from the date of Hackathon results' announcement. The date of complaint submission is the date of its delivery to the Organizer's email account.

4. The Organizer shall respond via email to the complaint no later than within 30 days of receiving it in a correct and complete form.

5. Complaints not containing any of the elements specified in point 1 above or submitted after the deadline specified in points 2-3 above shall not be considered by the Organizer.

§ 10.
Final Provisions

1. Terms and Conditions are available for inspection at the Organizer's office and at the Hackathon's website at https://lenslist.co/effect-maker-challenges/winter-wonders.

2. These Terms and Conditions, the rules posted on the Organizer's designated website together with the terms provided in the Privacy Policy, the Terms and Conditions and guidelines of use for YouTube Effect Maker and the other documents referenced in these Terms and Conditions, contain the entire agreement between you and the Organizer. Where there is a conflict between these Terms and Conditions and any other document, Policies or agreements, Terms and Conditions will take precedence.

3. The Sponsor and Organizer have the exclusive right to amend the Terms and Conditions.

4. The Organizer may change the Terms and Conditions in the event of:
    a) inability to conduct the Hackathon at the originally set date due to reasons beyond the Organizer's or Sponsor's control, the occurrence of which they could not foresee even with due diligence;
    b) legal obligation to make changes, including the obligation to adjust the Terms and Conditions to the current legal state.

5. A change to the Terms and Conditions may not result in a worsening of the situation of Entrants.

6. The Organizer shall inform Entrants of changes to the Terms and Conditions by publishing the amended version on the Organizer's website at least 7 days before the changes come into force.

7. An Entrant who does not agree with the changes to the Terms and Conditions may resign from the Hackathon until the announcement of the results by submitting a statement of resignation to the Organizer. A statement referred to in the preceding sentence may be sent to the Organizer at one of the addresses specified in § 9 point 2 of the Terms and Conditions. Resignation from the Hackathon due to changes in the Terms and Conditions will result in the expiry of the license granted by the Entrant.

8. If any provision of the Terms and Conditions, several or part of these provisions are or will become ineffective, it does not make other provisions ineffective. An ineffective provision should be replaced with an appropriate effective provision.

9. Sponsor's or Organizer's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Terms and Conditions.

10. In matters not covered by these Terms and Conditions, the provisions of generally applicable Polish law, in particular the relevant provisions of the Civil Code, shall apply, unless it is not possible due to the need to apply the provisions of the law of the registered seat or place of the residence of the Entrant.

11. By participating in this Hackathon you release, indemnify, defend and hold harmless both Sponsor and Organizer, and their respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Hackathon, and all of their respective past and present officers, directors, employees, agents and representatives ("**Released Parties**") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant's entry, creation or submission of the Entry, participation in the Hackathon, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Entry as authorized or licensed by these Terms and Conditions.

12. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

    a) any incorrect or inaccurate information, whether caused by the Sponsor or Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Hackathon;
    b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Hackathon website;
    c) unauthorized human intervention in any part of the entry process or the Hackathon;
    d) technical or human error which may occur in the organization or administration of the Hackathon or the processing of Entries; or
    e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Hackathon or receipt or use or misuse of any Prize.

13. The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Entries or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by the Sponsor or Organizer. If for any reason any Entry is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit their Entry.

Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of the Sponsor.

14. Terms and Conditions come into force on the day of its publication on the Hackathon's website.