

## SRG SSR HACKDAYS 2021 CONDITIONS OF ENTRY

### Art. 1 / Scope of validity

These conditions of entry govern participation in SRG SSR's Hackdays on 25 and 26 March 2021 and the related information and awards events. Hackdays 2021 will take place completely online.

In the event of registration for participation in Hackdays 2021, these conditions of entry shall be deemed to have been received and accepted once they have been confirmed. SRG SSR is the contractual partner.

### Art. 2 / Participants and registration

The following persons may participate in Hackdays provided they have registered by 07 March 2021 at the latest and have received registration confirmation from SRG SSR:

- natural persons (no companies)
- employees of SRG SSR and its enterprise units and subsidiaries up to a maximum of 5 employees per department

The participant shall ensure that the personal data he/she registers are truthful and complete. Incomplete registration and/or incorrect information may result in the participant(s) being excluded or disqualified. The participant is obliged to keep his/her personal data up to date. Any required changes to contact details must be made immediately. SRG SSR reserves the right to delete any incorrect information.

### Art. 3 / Non-remuneration and competition

Participation in Hackdays 2021 is free of charge and does not involve any obligation with regard to usage or purchase. No prize money will be paid. Participants must cover their own costs incurred in taking part in this event.

### Art. 4 / Schedule for Hackdays 2021

SRG SSR will provide participants with an overview of the available technical interfaces no later than 17/03/2021. This will enable participants to start to develop initial conceptual ideas.

During the kick-off session on 17/03/2021, any conceptual ideas already available from participants and any issues from SRG will be briefly presented as challenges (max. 2 mins) to the participants in the plenary session. Any participants who do not present an idea can either join a challenge or a team.

Presentation of the work results: until 5 p.m. on 26/03/2021, the participants' work results will be uploaded in the form of videos to the platform specified by SRG. The participants will have until 26/03/2021 to vote on the best projects. The winning projects will be announced during the awards ceremony on 31/03/2021.

The participant accepts that platforms such as Zoom,

Sparkboard, Slack, Typeform and Mailchimp will be used during Hackdays 2021. As such, data will also be stored outside of Switzerland. The data privacy policies of the relevant suppliers shall apply.

### Art. 5 / Obligations

#### 5.1 The participant:

- a. undertakes not to combine content received from the technical interfaces with other content which could be considered illegal and/or obscene, offensive, defamatory, indecent, pornographic, harassing, racist, xenophobic or otherwise objectionable in accordance with generally accepted moral values and/or in accordance with the decision of SRG SSR, or which could or will damage the image of SRG SSR. Furthermore, content received from the technical interfaces must not be combined with commercial content or with content that is liable to harm others, such as viruses, trojans, spyware, phishing attempts or instructions to create such content;
- b. undertakes not to sub-licence, hire out, lend, sell or otherwise provide the technical interfaces and/or related data to third parties or use them in any commercial way whatsoever; in addition, compliance with the corresponding "[SRG Developer Portal Terms and Conditions](#)" must be ensured when using the SRG API platform [developer.srgssr.ch/](https://developer.srgssr.ch/).
- c. undertakes not to implement measures or actions and not to enable measures or actions to be implemented vis-à-vis third parties, which cause bundled traffic not necessary for normal use and/or excessive downloads, thereby affecting the stability of the servers;
- d. is obliged to provide all sources and source materials used to produce the result in a clear and visible manner;
- e. is obliged to obtain prior written approval before using graphical elements belonging to SRG SSR;
- f. is prepared to make his/her work result publicly accessible in video format on the specified platform at the end of Hackdays 2021. (Art. 4 / Schedule). The participant declares that he/she agrees to SRG editing and using the videos in SRG's media (including social media) for reporting purposes.

#### 5.2 SRG SSR

- a. is entitled to block a participant's account and/or delete content published by him/her at any time without providing reasons or observing set time periods. This shall apply in particular in the event of the breach of one or more obligations set out in these conditions of entry;
- b. reserves the right to amend, interrupt, or temporarily or permanently suspend the interfaces at any time.

- c. is not obliged to ensure round-the-clock availability of the servers and/or contents and/or the continuous functioning of the interfaces.

#### Art. 6 / Liability and guarantee

SRG SSR shall not assume any liability whatsoever arising from participation in Hackdays 2021. In particular, it shall not be liable for the functionality or compatibility, etc. of the hardware and/or software or other components such as tools used by the participants, and shall also not guarantee the suitability of developing an idea into a work result.

The participant undertakes to release SRG SSR from any liability. This shall apply in particular to cases of violations of intellectual property rights or other rights of third parties.

#### Art. 7 / Data privacy

The [data privacy provisions of SRG](#) shall apply.

#### Art. 8 / Rights

Any rights to the work results shall be the property of the participant(s) and, in the case of a team, shall be the property of the whole team (in particular joint copyright), subject to any other provisions between a participant and his/her employer under the employment contract. This also applies to employees of SRG SSR who take part in Hackdays 2021 on a private basis. All participants are free to use any work results not protected by copyright.

If an employee of SRG SSR or of an enterprise unit or of a subsidiary takes part in Hackdays 2021 as part of their company activities and to fulfil duties under his/her employment contract, SRG SSR will have exclusive rights to the respective work result in question. If employees of SRG work in a team with third parties, SRG will be entitled to a proportion of the rights to the work results (particularly joint copyright with the third parties).

#### Art. 9 / Changes to the conditions of entry

SRG SSR may change or supplement these conditions of entry at any time.

#### Art. 10 / Place of jurisdiction and applicable law

Any disputes arising from or in connection with this contract must be resolved exclusively by the courts responsible for the City of Bern. Swiss law applies.

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