

LG webOS Hackathon 2024
Sponsored by LG Electronics
Rules, Terms and Conditions

The Hackathon rules, terms, and conditions (the “Agreement”) constitute a legally binding agreement between you (“Participant”, “you” or “your”) and LG Electronics (“LG Electronics” or “Sponsor”) and establish the legal terms, conditions and rules that apply to the Hackathon.

Please read all components of this Agreement carefully as each contains important information. This Agreement shall be deemed to be effective upon your submission of the application to participate in the Hackathon, including reviewing this Agreement and acknowledging your agreement to the terms and conditions of this Agreement during the application process (the “Effective Date”).

BY SUBMITTING AN APPLICATION TO PARTICIPATE IN THE HACKATHON, YOU (A) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE HACKATHON; (B) HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; AND (C) AGREE TO BE BOUND BY ANY DECISIONS MADE BY OR ON BEHALF OF LG Electronics AND THE HACKATHON JUDGES (“JUDGES”) WITH RESPECT TO YOUR PARTICIPATION.

THE INDIVIDUAL SUBMITTING AN APPLICATION AND ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND, IF THEY ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEY HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND THAT ENTITY.

Section I: HACKATHON RULES AND TERMS

A. RULES

1. The Hackathon

a. Hackathon Website and Application. For the most current information about the Hackathon, please visit the Hackathon website regularly. To participate in the Hackathon, you will need to submit an application via the Hackathon application page. (<https://weboshackathon.lge.com/>) The Hackathon website and application page are collectively referred to herein as the “Hackathon Sites”.

b. Eligibility Requirements. To participate in the Hackathon, you must meet all eligibility requirements as outlined on the Hackathon Sites and in this Agreement. LG Electronics reserves the right to verify eligibility and to adjudicate any dispute at any time.

c. Intellectual Property. All intellectual property developed during the Hackathon must be original work owned or authorized for use by the Participant. Participant represents, warrants, and covenants that their submission does not infringe or violate the intellectual property rights of any third party.

d. Dates and Deadlines. All applications must be received by the deadline indicated on the Hackathon Sites, unless extended by LG Electronics. Late applications will not be considered. Dates and times are subject to change. Participants are responsible for determining the corresponding time zone in their respective jurisdictions.

2. Intellectual Property

a. Ownership. Participant retains ownership of all intellectual property brought to the Hackathon, as well as any new documented intellectual property developed during the Hackathon (“Hackathon IP”).

b. License to LG Electronics. Participant grants LG Electronics a non-exclusive, worldwide, royalty-free license to use the Hackathon IP solely for purposes of judging and administering the Hackathon during its Term.

c. No Transfer or Assignment. Neither party will transfer or assign any rights to the other party’s intellectual property, except for the limited license granted herein.

3. Judging

a. Criteria. Hackathon submissions will be evaluated according to the criteria outlined on the Hackathon Sites.

Submission must meet the following criteria requirements:

A: TV specified ‘Gaming App’ development for the webOS ecosystem

- Strengthen the position of webOS as a gaming platform with games as the main theme
- Develop specialized apps on LG TVs by utilizing functions such as Magic Remote Control, Voice UI, and links to Mobile phone
- Additional merit points for features utilizing AI

B: TV specified ‘Lifestyle Service App’ development for the webOS ecosystem

- Develop a new and innovative Lifestyle service apps through various topics such as T-commerce, Fitness, Healthcare, Camera based service, Entertainment, etc.
- Additional merit points for features utilizing AI

By submitting with corresponding code, you represent, warrant, and covenant that your submission: • does not contain any content that infringes on any third party intellectual Property (IP) rights, and that you own or otherwise have all rights necessary for the submission including

any and all IP rights; • does not disclose any information which would constitute a violation of a confidentiality obligation; • does not contain any viruses, worms, spy ware, or other components or instructions that are malicious, deceptive, or designed to limit or harm the functionality of a computer; and • is not subject to license terms that require any software or documentation incorporating or being derived from your contributions to be licensed to others.

Submissions containing any prohibited elements and/or that are in violation of a law or otherwise deemed by Sponsor, in its sole discretion, to be prejudicial to Sponsor or any other person or party affiliated with the promotion or inappropriate in any way, may be disqualified. Sponsor may in its sole and absolute discretion disqualify any Participant who is responsible for a submission that Sponsor deems to violate the submission requirements or these rules. Sponsor may also, in its sole discretion, disqualify any Participant who engages in behavior that is disparaging or derogatory of Sponsor, members of the judging panel or any other person or party affiliated with this promotion, or of any other Participant, or that is deemed unsportsmanlike by Sponsor.

b. Decisions Final. All judging decisions are at the sole discretion of the Judges and LG Electronics. Their decisions will be final and binding on all matters relating to the Hackathon.

4. Prizes

a. Participant benefits.

- I. Promotion opportunities at the event in Korea
- II. Technical support until launch of the app and on-device promotion opportunities after the launch

b. Awards. Prizes will be awarded to winning Participants as outlined on the Hackathon Sites.

- 1st Prize: 1 winner: \$100,000 USD
- 2nd Prize: 1 winner: \$80,000 USD
- 3rd Prize: 1 winner: \$50,000 USD
- **50% of cash prize will be initially paid as the winners are announced, and the remaining 50% will be paid after passing app QA by June 2025**

c. Winning participant conduct.

- I. All winning participants will enter a CSCA (Content Solution Cooperation Agreement) with LG Electronics and agree to launch their app on LG TV app store by end of June 2025
- II. CSSA: agreement signed with all partners to provide services through the webOS platform – There is an obligation to update/maintain service quality, and service termination may be possible with prior notice due to special reasons

- III. All winning participants are *encouraged* to attend the in-person event in Korea to present the winning app in front of the audience with a 5–10-minute presentation. In-person event in Korea is scheduled for 9/27/24 in Korea.

All prize details are at Sponsor's sole discretion. If the winner is unable to accept, use or access the prize, they will be disqualified, and Sponsor will not be responsible for alternate compensation in such cases. By accepting a the prize, confirmed winners agree that, to the maximum extent permitted by law, but with the exception of death or personal injury caused by fault or negligence or intention of the Sponsor or of any claim, action, liability, loss, injury or damage caused by any negligent breach of these Rules, that Sponsor shall not be liable for damages, expenses or costs or losses of any kind resulting from the acceptance of, use of or inability to use the prize or parts thereof including, without limitation, claims, suits, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, warranty or other theory.

In the event the winner is unable to take delivery of the prize, or is found to be ineligible for any reason, winner will be disqualified, and an alternate winner may be selected. Prize cannot be substituted, assigned, transferred or redeemed for cash; . Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of Sponsor's control. Prize winner bears all risk of loss, damage or theft to their prize and/or their prize check is cashed without permission after obtaining ownership and Sponsor will not replace it. Prize cannot be used in conjunction with any other promotion or offer.

Additional disclosures for cash prizes: Winners will receive their cash prize via wire transfer and will be required to submit wire transfer details. Funds will be issued within 4 to 6 weeks upon confirmation of Winners.

c. Taxes (If Applicable). Participant is solely responsible for any taxes or fees associated with prizes. Each confirmed winner is responsible for ensuring that they comply with all applicable tax laws and filing requirements, which may include but not limited to completing a W-9 Tax form (U.S. only) and forms as required by the government of the winner's country/territory of residence. LGE, its parent, affiliate, agent and partner companies will not be responsible for any tax deductions that may be necessary.

d. No Warranties. Prizes are awarded "as is" without any warranty or guarantee. LG Electronics disclaims all liability associated with prizes awarded.

5. Participant Conduct

a. Appropriate Conduct. Participant agrees to behave reasonably, appropriately, and in accordance with the law at all times during the Hackathon. LG Electronics reserves the right to remove any Participant for any inappropriate conduct at its sole discretion.

b. Expenses. Participant is responsible for their own expenses related to participation in the Hackathon. LG Electronics will not reimburse any expenses under any circumstances.

6. Limitation of Liability

a. NO WARRANTIES. THE HACKATHON IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

b. LIMITATION OF LIABILITY. LG Electronics WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES IN CONNECTION WITH THE HACKATHON.

c. Release of Claims. Participant agrees to release LG Electronics from any and all claims arising out of or related to the Hackathon.

7. General

a. Governing Law. This Agreement will be interpreted under California law.

b. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain enforceable.

c. No Offer of Employment. Nothing in this Agreement constitutes an offer of employment or business relationship with LG Electronics. Any such relationship requires a separate written agreement.

d. Changes. LG Electronics may modify this Agreement at any time by posting an updated version on the Hackathon Sites and by giving a reasonable notice to Participant. Participant's continued participation constitutes acceptance of the updated terms.

Section II: ARBITRATION AGREEMENT AND DISPUTE RESOLUTION

1. ARBITRATION AGREEMENT.

a. Any dispute arising out of or related to the Hackathon will be resolved by binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules. The arbitration will be conducted in Los Angeles County, California.

b. The arbitration will be conducted by a single neutral arbitrator appointed by JAMS. Each party will bear their own attorneys' fees and costs related to the arbitration.

c. The arbitration decision will be final and binding. Judgment may be entered on the arbitration award in any court having jurisdiction.

d. All aspects of the arbitration will be treated as confidential. Neither party will disclose any information about the evidence produced, documents submitted, or arbitration award.

e. The parties understand they are waiving the right to a jury trial and to otherwise pursue relief in a court of law.