

SAS Hackathon Program 2021

Terms and Conditions of Participation

- 1. OBJECTIVE:** SAS Institute ČR, s. r. o., with its registered address at Na Pankráci 1685/17-19, Praha 4, 140 21, Czech Republic, Company ID No. 261 22 529, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 72082, is hosting a hackathon program by hosting a series of online team analytics #HackinSAS events using SAS® Viya®. Eligible teams may apply to participate in one or more themed hackathons (each, a “Hackathon” or “Event”) to solve compelling challenges as detailed in these Terms and Conditions and according to additional guidelines that may be provided by Sponsor in connection with each event.
- 2. HOW TO PARTICIPATE:** To apply to participate in the Event, please visit the registration page at https://www.sas.com/cs_cz/events/21/ml-prague.html and follow the instructions to apply. Participation by each team and individual team member is subject to these Terms and Conditions and any additional rules and guidelines provided by Sponsor, and registrants may be referred to as “registrants,” “participants,” “entrants,” or “you” in these Terms and Conditions.

In the event of a dispute over the identity of the individual registering or making a particular submission, the submission will be deemed to have been made by the registered user of the email/Internet account through which the submission was transmitted or with which the submission is associated. Sponsor (i) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or other submissions; (ii) is not responsible for any problems or technical malfunction of or relating to any communications equipment, telephone or cellular network, operations, or lines, computer, online systems, servers, or provider, computer equipment, hardware, software, failure of any entry information to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website or email server or address, and (iii) assumes no responsibility for any combination of the aforementioned events, including any injury or damage to any participant’s or any other person’s computer related to or resulting from participation in, or downloading or uploading any materials relating to, the Event.

- 3. ELIGIBILITY:** Participation in the Event is intended for collaborative participation by individuals working in teams. Additional criteria for team registration and approval will be provided on the Event registration page. All participants on a team must be at least the age of the majority at the time of registration. There will only be one environment per team. Participation of all team members must be, in all respects, legal and lawful in the jurisdiction from which you make your registration and submission and in compliance with these Terms and Conditions. Sponsor is not responsible for submissions made in contravention of any law or regulation in any jurisdiction or location. Employees (including immediate family members and/or those living in the same household of each) of Sponsor(s) and their subsidiaries and affiliated companies, and the immediate family members of each are not eligible to participate. Individuals, such as, but not limited to, certain government employees, who are prohibited by the terms of their employment or applicable law from participating in this promotion, are not eligible. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ENTRANTS ARE SOLELY RESPONSIBLE FOR ANY AND ALL COSTS OF PARTICIPATION IN THE EVENT.
- 4. GUIDELINES FOR HACKATHON:**

Software: Sponsor will provide to each team approved to enter the Event: limited access to a cloud environment and licenses to SAS® software, for use solely in connection with the Event.

Showcase: Teams will be given a subject matter track provided by Sponsor in which to develop a showcase. Only one showcase per team can be submitted for the Competition. Teams are expected to conduct data analysis and create a data model that defines the problem, describes the analysis performed, and presents the results in such a manner as to be of use in business, science, government, education, health care, etc. Evaluation criteria will be provided by Sponsor before the Event. Additional guidelines, instructions, and conditions will be provided to participants at the time of the Event.

Support: During the Event, participants are invited to interact and SAS representatives will provide support to other participants through SAS Communities and other channels as directed by Sponsor. Each team will be provided a contact to a SAS representative who will be the main point of contact for guidance and support. SAS’ industry-recognized, open-source integrated analytics platform, SAS Viya 3.5 will be available to participants, including SAS Visual Analytics, SAS Visual Statistics, SAS Visual Data Mining and Machine Learning, SAS Visual Forecasting, and SAS Optimization.

Data and Content: Unless otherwise detailed at registration, data sets will be provided by Sponsor for participation in this Event; participating teams may use the data sets and the SAS software licenses and cloud environment provided. Event submissions must be the original work of the entrant not previously published or entered into a competition; must be suitable for publication; and must not infringe third-party rights. Participating teams may use publicly available data sources or their own data sets subject to and in compliance with applicable license terms that allow full participation in the competition, including presentation at the conference by grant recipients, and are not subject to any other restrictions on use or access. Data sets must

be anonymized and not include any personally identifiable information or confidential information. Without limiting any other provision of these Terms and Conditions, all participants expressly agree that their access to, submission of, and use of data in connection with this Event will adhere to all applicable laws, regulations, and third-party licenses or terms of use.

5. VIDEO SUBMISSIONS AND SELECTION OF WINNERS:

At the conclusion of the Event and by the deadline provided by Sponsor, each team will submit either personal presentation of their showcase or video recording(s) of their showcase, in accordance with guidelines provided by Sponsor (the "Submission(s)"). Eligible Submissions will be judged by a weighted assessment based on the following evaluation criteria for the team's subject matter track and other factors identified by Sponsor: innovativeness and creativity of the solution, methodological correctness, assessment of the quality of the proposed model, user friendliness and clarity of created dashboards, comprehensibility of the team's. Additional specifications and criteria may be provided by Sponsor at the time of the Event. These criteria will be applied by judges employed or designated by Sponsor who have qualifications sufficient to apply the criteria to the Submissions. The participants will present their Submissions in the form of interactive dashboards and/or print screens of the interactive dashboards. The Sponsor reserves the right to inspect and verify the source code of the Submission. Based on the judging of the Submissions, the top-scoring team will be selected as a winner and notified or announced by Sponsor during the ML Prague conference. If the team cannot be reached within seven (7) business days of notification, SAS reserves the right to withdraw the winning designation from the top-scoring team and select a new winner. The prize will be paid to the winning team captain within 40 days from receipt of all data required for the payment. Sponsor is not responsible for technical, network, electronic, computer hardware or software failures or any kind, misdirected, incomplete, garbled or delayed transmissions. Sponsor is not responsible for submissions that are lost or delayed, or which are not received for any reason. The Sponsor's decision is final and may not be appealed.

6. CONDITIONS OF PARTICIPATION:

IN THE EVENT AN ENTRY IS DETERMINED BY SPONSOR NOT TO BE THE ORIGINAL WORK OF THE ENTRANT OR TO INFRINGE OR POTENTIALLY INFRINGE ANY THIRD PARTY'S RIGHTS OR OTHERWISE NOT IN COMPLIANCE WITH ANY OF THESE RULES, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THE ENTRANT, IN ITS SOLE DISCRETION, FROM THE EVENT.

Submission of any entry (including a registration, Submission, or other participation in the Event) constitutes the entrant's irrevocable, non-exclusive license to Sponsor and its affiliates and agents to publish, use, adapt, edit and/or modify such entry, including, without limitation, screenshots and selected portions of the entry, in any way, in any and all media, without limitation, worldwide, throughout the universe, and in perpetuity, for use in association with Sponsor's advertising, promotion, archiving and review, or any other purpose whatsoever, all without acknowledgement, additional compensation, or opportunity for review by the entrant.

As between Sponsor and participants, and unless otherwise expressly agreed, participants will retain ownership of all intellectual property used and/or incorporated in the Submission and related showcase, including documentation, submitted in connection with the Event. By entering, participants acknowledge and agree that Sponsor(s) may have and/or may be developing or commissioning materials and/or ideas similar or identical to your Submission. Participants waive any claims you may have against Sponsor(s) arising from any similarities to your Submission.

By entering, all registered participants acknowledge compliance with these Terms and Conditions, including all eligibility requirements, and each entrant warrants and represents that his or her entry is legal and lawful and meets all restrictions and requirements of these Terms and Conditions and all applicable law. In addition, by participating in the Event, each participant further (a) consents to Sponsor's use of his/her name, image, biographical details, likeness, and text of interviews or statements without additional compensation or opportunity for review by the entrant, unless prohibited by law, for promotional purposes throughout the universe in any media whatsoever now known or hereafter developed and (b) warrants that privileges of participation will be used only for lawful purposes and in compliance with any and all applicable law, regulation, policy, guidelines, and manufacturer instruction.

Sponsor reserves the right to suspend, cancel, or modify this Event at any time as determined by Sponsor in its sole discretion. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Terms and Conditions, including any ambiguities.

7. RELEASES: BY ENTERING THIS PROMOTION, YOU RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY SPONSOR(S) AND THEIR PARENT, SUBSIDIARY, AND AFFILIATED ENTITIES, EMPLOYEES, AND AGENTS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION FROM AND AGAINST ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH YOUR PARTICIPATION IN THE EVENT AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE/MIS-USE OF MATERIALS OR PRIVILEGES OR WHILE

TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY EVENT-RELATED ACTIVITY. For the avoidance of doubt but without limiting the foregoing, entrants expressly release and agree to indemnify Sponsor, its parent, subsidiary, and affiliated entities from and against any claims (a) arising from a violation of these rules or any of entrants' representations and warranties hereunder and (b) any claims that entrants' submission, participation, or use of data in connection with this Event violates the rights of any third party, including without limitation rights in intellectual property or privacy rights. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the Event materials, including the webpage, administration or execution of the Event, or in any announcement or notifications. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING THE SOFTWARE OR ANY OTHER MATERIALS PROVIDED IN CONNECTION WITH THE EVENT, AND SAS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

8. **PRIVACY.** All personal information collected in connection with this promotion will be handled by SAS Institute ČR, s. r. o., its parent company Institute Inc. and its affiliates ("SAS") in accordance with these Terms and Conditions, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the SAS Privacy Statement, available at <http://www.sas.com/privacy>. By clicking on the opt-in button at the registration, you agree to receive occasional emails from SAS about our products and services. You may opt out at any time by clicking the opt-out link in the emails or by contacting us directly at privacy@sas.com. The Information notice to data subjects is attached hereto as Annex 1.

9. **SPONSOR:** This Competition is sponsored by: SAS Institute ČR, s. r. o., with its registered address at Na Pankráci 1685/17-19, Praha 4, 140 21, Czech Republic, Company ID No. 261 22 529, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 72082, in cooperation with sponsoring entities (i) Microsoft s. r. o., with its registered address at Vyskočilova 1561/4a, Michle, 140 00 Praha 4, Company ID No: 47123737, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 12821 (ii) Česká průmyslová zdravotní Pojišťovna, with its registered address at Jeremenkova 161/11, Vítkovice, 703 00 Ostrava, Company ID No. 47672234, registered with the Commercial Register maintained by the Regional Court in Ostrava, Section AXIV, Insert 545, and (iii) Machine Learning Prague s.r.o. with its registered address at Blanická 589/5, Vinohrady, 120 00 Praha 2, Company ID No. 04744144, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, insert 252993 ("Sponsor(s)"). The names of the winners are available upon request by sending a written request and a self-addressed, stamped envelope for receipt at SAS within six (6) months of the Event to Eva Tománková, SAS Institute ČR, s. r. o. , Na Pankráci 1685/17-19, Praha 4..

Annex 1: Information notice for Participants

According to Art. 13 of the General Data Protection Regulation, we hereby inform you that:

1) SAS Institute ČR, s. r. o., at Na Pankráci 1685/17-19, Praha 4, 140 21, Czech Republic, Company ID No. 261 22 529, registered with the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 72082, is the data controller (hereinafter referred to as the "Controller");

2) Your personal data may be processed in order to conduct the Event "SAS Hackathon 2021" including the following purposes:

- contact - pursuant to Art. 6 sec. 1 lit. a GDPR (consent);
- fulfillment of obligations according to tax law - pursuant to Art. 6 sec. 1 lit. c GDPR (necessity to perform legal obligations);
- archival and evidential - pursuant to Art. 6 sec. 1 lit. f GDPR (legitimate interest of the Controller)
- establishing, investigating and defending claims

3) You can withdraw your consent at any time, but the withdrawal of consent has no effect to the lawfulness of processing based on consent before its withdrawal;

4) Providing all personal data is voluntary, however:

- providing data such as name and surname, e-mail address is necessary to register and participate in the Event (without this data it will not be possible to take part in the Event);
- providing data such as an e-mail address is necessary to contact you (without this data contact will not be possible);
- providing the data required by tax law is necessary to comply with tax laws;

5) Your personal data will not be used for automated decision making, including profiling;

6) Your personal data may be disclosed to our suppliers and consultants, such as lawyers; except that we may be required by law to disclose your personal data to private and public entities;

7) Your personal data will be stored:

- for the time needed to conduct the Event - in relation to personal data processed in connection with the application and participation in the Competition;
- until the need for contact ceases to exist - in relation to personal data processed for purposes contact;
- for the period of limitation of claims - in relation to personal data processed for the purpose establishing, investigating and defending claims;
- for a period of 5 years from the end of the calendar year - in relation to personal data processed to meet tax obligations;
- until the consent is withdrawn or the purpose of processing is achieved - in relation to personal data processed on the basis of consent;
- until the objection is effectively raised or the purpose of processing is achieved - in relation to personal data processed on the basis of the legitimate interest of the Controller;

8) You have the right to access your personal data, rectify it, delete it or restriction of processing, objecting to processing, as well as the right to data portability;

9) You have the right to lodge a complaint with the Personal Data Protection Authority, if you believe that your personal data is being processed unlawfully;

10) Your data will be transferred to a third country (i.e. a non-European country Economic Area) on the basis of standard contractual clauses in the wording specified in Annex to the Decision of the European Commission of February 5, 2010. on standard clauses contractual arrangements for the transfer of personal data to data processors established in third countries under Directive 95/46 / EC of the European Parliament and of the Council (2010/87 / EU). SAS Institute ČR, s. r. o. concluded standard contractual clauses with its parent company, i.e. SAS Institute Inc. based in Cary, North Carolina in the United States of America on data transfer.