



Fraser Health Hackathon PARTICIPATION AGREEMENT

Fraser Health Authority ("Fraser Health") is pleased to present the Fraser Health Hackathon (the "Hackathon") hosted at the Simon Fraser University Surrey Campus on January 21-22, 2017.

The Hackathon is an opportunity to work creatively in teams on health care challenges and themes with the assistance of mentors from Fraser Health Authority, Simon Fraser University, Surrey Innovation Boulevard, City of Surrey, and Community Logiq, as well as other local entrepreneurs. Participants will have the opportunity to create and submit works (each submitted work an "Entry") that have the potential to provide solutions relevant to Fraser Health and the health care industry in general.

The Hackathon is governed by this Fraser Health Hackathon Participation Agreement (the "Agreement"). **By participating in the Hackathon, you ("you" or the "Participant") agree to be bound by the terms of this Agreement, the decisions of Fraser Health (and its Hackathon judges) in relation to this Hackathon, and all applicable laws.**

1 PARTICIPATION

1.1 Eligibility:

The Hackathon is open to all legal residents of Canada. Participants must sign this Agreement and those Participants not of legal age of majority in British Columbia (19 years) must also have this Agreement signed by a parent or legal guardian. Participants must not be subject to contractual limitations or employment conditions which restrict their ability to fully participate in this Hackathon or license the intellectual property rights in their Entry as contemplated in this Agreement.

Fraser Health reserves the right to require proof of identity and/or eligibility from Participants in a form acceptable to Fraser Health. Failure to provide such proof to the satisfaction of Fraser Health in a timely manner may result in disqualification.

1.2 Registration:

Registration begins on December 12, 2016 at 9:00 am PST and ends on January 20, 2017 at 5:00 pm PST (the "Registration Period"). Individuals who wish to participate must register for the Hackathon (including payment of the registration fee) during the Registration Period at www.HealthHackathon.ca. Fraser Health will send a confirmation email to each registered Participant.

The Hackathon begins on Saturday January 21, 2017 at 8:00 am PST and ends on Sunday January 22, 2017 at 6:00 pm PST (the "Hackathon Period"), and will be held at Simon Fraser University Surrey Campus (#250, 13450 102nd Avenue, Surrey, BC), located within the Central City Shopping Centre.

Registered Participants must be present in person to sign in to the Hackathon no later than 2:00 pm on Saturday January 21, 2017 or they may be disqualified.

1.3 Teams:

Participants can work as an individual (team of one) or in groups of two to eight Participants (each group of 1-8 Participants a "Team"). Each Participant on a Team must be registered to participate in the Hackathon and meet the eligibility requirements. Teams may be pre-formed prior to the event or formed/joined at the Hackathon.

Teams must be finalized by 2:00pm PST on Day 1 of the Hackathon (January 21, 2017). Once Teams are finalized, each Participant may only be on one Team and may not switch Teams. Fraser Health is not responsible for, and will not assist in resolving, any disputes between Participants relating to participation on Teams or contribution to Entries.

If a Participant does not comply with rules regarding Teams, the Participant, Participant's Team(s) and/or the Participant's Entry may be disqualified from the Hackathon.

1.4 Entry Requirements:

All Teams are invited to create, submit and demonstrate an Entry. Entries are not required to be created during the Hackathon (pre-developed Entries are permitted). Each Team may submit only one Entry.

To be eligible, each Entry must:

- fall under one of the 9 "Challenge" categories listed at www.HealthHackathon.ca;
- be submitted in one of two prize categories: Challenges 1-8 (the "Set Challenges") or Challenge 9 (the "X-Factor Challenge");
- be submitted electronically in final form by 2:00 pm PST on Sunday January 22, 2017 using the online form provided at the Hackathon;
- be demonstrated in person by at least one Team member to the judges during the judging period (approximately 2:00-4:00 pm PST on Sunday January 22, 2017);
- not contain any reference to or likeness of any identifiable third parties, without prior written consent. (Likenesses may be blurred);
- not contain commercial messages or identifiable third party products or trademarks. (Third party logos should be blurred);
- not contain content that is or could be considered inappropriate, unsuitable or offensive (as determined by the judges); and
- comply with all applicable law.

An Entry which does not comply with the terms and intent of this Agreement, as determined by Fraser Health in its sole and absolute discretion, may be disqualified.

1.5 Winner Selection Process and Prize Allocation:

A panel of judges appointed by Fraser Health will be in charge of reviewing eligible Entries and determining the winners. The judges will engage in an approximately 5 minute Entry demonstration and 2 minute Question and Answer period with the Teams of each eligible Entry during the judging period (approximately 2:00-4:00 pm PST on Sunday January 22, 2017).

Judges will assign each Entry a score, based on the following judging criteria:

- (i) Fit to Challenge (15%)
- (ii) Creativity (15%)
- (iii) Intuitive end user experience (20%)
- (iv) Sustainability and scalability (20%)
- (v) Diversity of accessibility (20%)
- (vi) Discovery of new datasets / uses of datasets (10%)

A total of three winning Entries will be chosen based on score from two prize categories as follows:

- Two winners will be chosen from among all eligible Entries in the Set Challenges prize category (Challenge categories 1-8 as set out on www.HealthHackathon.ca)
- One winner will be chosen from among all eligible Entries in the X-Factor Challenge prize category (Challenge category 9 as set out on www.HealthHackathon.ca)

Winners will be announced on January 22, 2017 at 4:00 pm PST, or at the conclusion of the judging period, whichever is later. The decisions of the judges are final.

1.6 Prizes:

A total of three prizes will be awarded based on the Challenge category of the winning Entry (either Set Challenges or X Factor Challenge).

Two "Set Challenges" prizes will be awarded as follows:

Prize Package A: Innovation Boulevard: Health Tech Innovation Foundation (IB:HTIF) Prize Package (Approximate total value: \$2500)

- \$700 Cash prize
- Two tickets to the BC Tech Summit in March 2017
- Professional Business and Financial Plan Review

Prize Package B: TELUS Prize Package (Approximate total value: \$2500)

- \$1500 Cash prize from TELUS Health
- a 49-inch HD TV
- opportunity to spend up to a full day with TELUS' Chief Dreamer for a "dream workshop" utilizing TELUS Garden Innovation space
- opportunity to further develop the prize winner's ideas with key TELUS Venture thought leaders (up to 2 one hour sessions)

The Team with the highest scoring Entry (the "First Place Team") will be allowed to select either Prize Package A or Prize Package B. The remaining Prize Package will be awarded to the Team with the second highest scoring Entry (the "Second Place Team"). Choice of Prize Package by the First Place Team must be made as soon as the winner is announced; otherwise, choice will go to the Second Place Team. (X-Factor Entries are not eligible.)

One "X-Factor" prize will be awarded as follows:

X-Factor Prize Package Worth: Priceless (Approximate total value: up to \$450, depending on number of Team members participating)

- dinner with Fraser Health's President and CEO, Michael Marchbank

The Team with the highest scoring Entry in the X-Factor Challenge category will win the X-Factor Prize. (Set Challenges Entries are not eligible.)

Prizes must be accepted as awarded. Fraser Health is not responsible for, and will not assist in resolving, any disputes between Participants relating to prize selection or allocation of prizes between Team members. Prizes which remain unclaimed after 90 days, or which are unable to be awarded for any reason, may be forfeited.

1.7 Potential Additional Opportunities

Fraser Health may choose to offer certain Participants the opportunity to receive assistance with the further development of their Entry, where such future development may benefit Fraser Health. Any such offers will be at the sole and absolute discretion of Fraser Health, and would be subject to the Participant entering into further written agreements with Fraser Health.

1.8 Equipment/Refreshments/Expenses:

All Teams will be required to provide their own computer and any other equipment required to develop an Entry. WIFI and power will be provided at the venue.

Lunch and refreshments will be provided between 8:00 am PST to 6:00 pm PST during the Hackathon Period. Any food and beverages outside this time is the responsibility of the Participant.

Participants are responsible for their own transportation to the Hackathon venue and all other personal costs/expenses for the duration of the Hackathon Period.

2 INTELLECTUAL PROPERTY

2.1 Intellectual Property Rights:

Intellectual property rights in each Entry will remain the property of the Participant(s) who create it, but Participants will license the Entry to Fraser Health on the terms set out below. Fraser Health accepts no responsibility for resolving intellectual property disputes among Participants.

2.2 Grant of License:

You hereby grant to Fraser Health a non-exclusive, no-cost, royalty-free, transferable, sub-licensable, perpetual, irrevocable licence (the "License") to use, reproduce, modify, adapt, incorporate into other works, make available to the public and distribute your Entry (including any associated trademarks) for non-commercial and/or promotional purposes in Canada. You hereby waive your moral rights with respect to the use of the Entry in accordance the License. You agree to execute all further documents that Fraser Health deems necessary to perfect the License or confirm the intent of this Agreement. You agree that you will not, directly or indirectly, challenge the validity of the License or participate in or support any action that disputes Fraser Health's right to use the Entry in accordance with the terms of this Agreement.

3 REPRESENTATIONS AND WARRANTIES, INDEMNITY, LIMITATION OF LIABILITY

3.1 Representations and Warranties:

You represent and warrant that: (a) you meet the eligibility requirements for Participants and will abide by the terms of this Agreement and the decisions of the judges, (b) your contribution to your Entry will be your own original work or that you have all necessary rights or licenses to incorporate any third party intellectual property into the Entry (including the right to license such rights to Fraser Health in accordance with the License), (c) your contribution to your Entry will not infringe the intellectual property rights or contractual rights of any third person, and (d) your Entry will fully comply with the terms of this Agreement.

3.2 Indemnity:

You agree to indemnify and hold harmless Fraser Health (including its directors, officers, employees, agents and independent contractors) against all actual or alleged claims, liabilities, costs and damages relating to: (a) any allegation that the Entry, or Fraser Health's use of the Entry, infringes any third party proprietary right, (b) any dispute between you and another Participant, and (c) your breach of this Agreement.

3.3 Limitation of Liability:

In no event will Fraser Health be liable to you for any direct, indirect, special, incidental, punitive or consequential damages relating to the Entry and/or your participation in the Hackathon, including: (a) your inability to submit an Entry, or the disqualification of your Entry, (b) loss of use, data, business or profits, (c) disruption of or problems relating to telephone network connections, wifi, computer systems or servers, (d) loss of or damage to your personal equipment or possessions, (e) cancellation, suspension or alteration of the terms of the Hackathon, and (f) Fraser Health's use of the Entry in accordance with the License.

4 PRIVACY STATEMENT AND MEDIA CONSENT

4.1 Personal Information:

By your voluntary participation in the Hackathon, you expressly consent to Fraser Health (directly or through its contracted service providers) collecting your personal information. Your personal information is collected for the purposes of registering you for the Hackathon, administering and promoting the Hackathon, and communicating with you about current and future Hackathons and related events. You expressly consent to receiving electronic messages relating to your participation in the Hackathon.

4.2 Media Consent:

You acknowledge that your name, image, voice, statements and biographical information as well as information relating to your Entry (the "Materials") may be recorded or collected through your participation in the Hackathon and you consent to the use of such Materials by Fraser Health, the Hackathon sponsors, and/or external media outlets, now or at any time in the future for communications, publications, posters, websites, videos as well as educational, informational, advertising, marketing or promotional activities relating to Fraser Health or the Hackathon.

5 GENERAL

5.1 Changes to Hackathon:

Fraser Health reserves the right to cancel, suspend or alter the Hackathon at any time if deemed necessary in its opinion or if circumstances arise outside of its control.

5.2 Disqualification:

Fraser Health has the right, at its sole and absolute discretion, to disqualify any Participant for breach of this Agreement, and/or to disqualify any Entry which is not in compliance with the terms of this Agreement. The terms of this Agreement will continue to apply, despite any disqualification.

5.3 Governing Law:

This Agreement and the Hackathon will be governed by the laws of British Columbia and the laws of Canada applicable therein and the courts of British Columbia will have sole jurisdiction over any disputes relating to this Agreement.

I acknowledge that I have read, understood and agree to be bound by the terms of this Agreement.

Participant Signature

Date

Name: _____

Email: _____

Address: _____

Phone: _____

If the Participant is under the age of 19:

I represent that I am the parent and/or legal guardian of the minor Participant who has signed this Agreement. I have read the Agreement and I consent to the Participant participating in the Hackathon and entering into this Agreement. I agree to guarantee the performance of the Participant's obligations under this Agreement and will indemnify Fraser Health against all claims, liabilities and expenses relating to a breach of this Agreement by the Participant.

Parent/Guardian Signature

Date

Name: _____

If the Participant is a company: The authorized signatory for the company and each individual participant acknowledge that each has read, understood and agrees to be bound by the terms of this Agreement:

Company Name

Authorized Signatory

Address: _____

Name: _____

Email: _____

Date: _____

Participants on Company Team:

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

(attach additional signature page as needed)