

Conditions of participation in the online preliminary competition for the Security Hackathon 2019

The participation in the online preliminary competition for the Security Hackathon 2019 (hereinafter referred to as the "Competition") of IAV GmbH Ingenieurgesellschaft Auto und Verkehr, Carnotstraße 1, 10587 Berlin, Germany (hereinafter referred to as the "Organiser") on the website www.radioactivity-ctf.de (hereinafter referred to as the "Website") is subject to the following terms and conditions of participation. The competition is an online Capture-the-Flag (CTF) contest.

§ 1 Participation

- 1.1 Persons eligible to participate in the competition are natural persons. However, all employees of the Organiser as well as all persons involved in the conception and implementation of the competition are not eligible to participate.
- 1.2 In order to participate in this competition, the participant (m/f) must truthfully state his/her e-mail address in the entry form.
- 1.3 The participation is free of charge and only possible within the competition period. There is no entitlement to admission to the competition.

§ 2 Procedure

- 2.1 The duration of the competition runs from 1. April 2019 until 30. April 2019. The concrete submission deadline for found solutions (flags) is Monday, 6 May 2019 0:00 GMT. During this period, the participants will have the opportunity to participate in the competition via the Website. Throughout the competition the participants are allowed to use pseudonyms instead of their clear name.
- 2.2 The following are prohibited in connection with competition
 - a) Manipulation of the competition process, e.g. distribution of viruses, Trojans and other harmful files,
 - b) Violations of these conditions of participation or legal regulations,
 - c) Any anti-competitive act or
 - d) False or misleading information when registering for the competition.
- 2.3 The winners will be determined by the Organiser.
- 2.4 The following prizes are awarded in the form of vouchers to be redeemed in various online shops:
 - Place 1: 100 EUR
 - Place 2: 50 EUR
 - Place 3: 30 EUR
 - Place 4 to 10: 10 EUR

- 2.5 The winners will be informed of the prize by a separate e-mail shortly after the end of the competition.
- 2.6 The prize will be awarded exclusively to the winner. The winner himself is responsible for any taxation of the prize.

§ 3 Availability / Liability

- 3.1 The Organiser makes every effort to keep the Website up to date and available during the competition. However, participants are not entitled to uninterrupted and error-free use of the Website. The Organiser is therefore not liable, except in the case of intent, for a failure of their use, e.g. due to external factors such as a power failure or other disruptions. The Organiser reserves the right not to hold the competition at any time without giving reasons, to restrict or extend its functions or to discontinue the competition completely.
- 3.2 In all other respects the Organiser is liable according to the following regulations:
 - a) If the Organiser is liable for damage caused by slight negligence, his liability is limited. In this case, liability shall only exist in the event of breach of material contractual obligations and shall also be limited to the typical damage foreseeable at the time of conclusion of the contract.
 - b) The personal liability of the legal representatives, vicarious agents and employees of the Organiser for damages caused by slight negligence is excluded. For damages caused by gross negligence by them with the exception of their legal representatives and executive employees, the limitation of liability provided for the Organiser in this section shall apply accordingly.
 - c) The limitations of liability in this clause shall not apply in the event of injury to life, limb or health. Irrespective of any fault on the part of the Organiser, any liability in the event of fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act (ProdHaftG) shall remain unaffected.

§ 4 Disqualification

The Organiser can exclude individual participants from the competition at any time if they violate these conditions of participation. This applies in particular if there are any reasons which would interfere with or prevent the scheduled course of competition. There is no claim to participation or continuation of participation in the competition.

§ 5 Final provisions

- 5.1 The participant will treat all confidential information of the Organiser which becomes known in the context of the competition confidentially, will use it only for the purposes of the competition and will not disclose it to third parties without the prior written consent of the Organiser. This obligation to maintain secrecy shall remain in effect even after the end of the competition.
- 5.2 This legal relationship between the participant and the Organiser shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

- 5.3 The exclusive place of jurisdiction for all claims against merchants and legal entities under public law arising from the competition and these Conditions of Participation shall be Berlin. Where the participant is a consumer, the Organiser may bring proceedings against him only before the court having jurisdiction as to his place of residence or habitual abode; however, the participant may bring proceedings against the Organiser not only before the court having jurisdiction as to his place of residence or habitual abode but also before any court having jurisdiction as to the law.
- 5.4 The Organiser is neither willing nor obliged to participate in a dispute settlement procedure before a consumer mediation body.
- 5.5 Should any provision of these conditions of participation be or become invalid or should a loophole exist, this shall not affect the validity of the remaining provisions. Instead of the invalid provision or to fill the loophole, a legally permissible provision shall apply which corresponds as closely as possible to what the parties intended or would have intended in accordance with the meaning and purpose of these Conditions of Participation if they had recognised the invalidity or loophole. The same applies in the event of a loophole in these participation conditions.