

## **TOKEN FORGE HACKATHON TERMS AND CONDITIONS**

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THE HACKATHON. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND VNM FOUNDATION (“VENOM”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE HACKATHON. BY ENTERING THE HACKATHON, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS AND BE BOUND BY THE DECISIONS OF VENOM AND ITS REPRESENTATIVES IN CONNECTION WITH THE HACKATHON.**

**THIS HACKATHON IS NOT OFFERED TO, NOT AVAILABLE TO, AND SHOULD NOT BE PARTICIPATED IN BY ANY PERSON OR ENTITY WHO IS A CITIZEN OF, RESIDES IN, IS LOCATED IN, IS INCORPORATED IN, OR WHO HAS A REGISTERED OFFICE IN A DISQUALIFIED JURISDICTION. “DISQUALIFIED JURISDICTION” MEANS THE UNITED STATES, CANADA, ALBANIA, BOSNIA AND HERZEGOVINA, MONTENEGRO, MACEDONIA, KOSOVO, BELARUS, BURMA, COTE D'IVOIRE (IVORY COAST), CRIMEA, CUBA, DEMOCRATIC REPUBLIC OF CONGO, CENTRAL AFRICAN REPUBLIC, IRAN, IRAQ, LIBERIA, NORTH KOREA, SYRIA, ZIMBABWE, YEMEN, VENEZUELA, NICARAGUA, MALI, BURUNDI, LEBANON, LIBYA, SOMALIA, SUDAN, THE UNITED KINGDOM OR ANY OTHER COUNTRY OR TERRITORY THAT IS THE SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS BY THE UNITED STATES.**

### **1. SPONSOR**

These Terms and Conditions (“Terms and Conditions”) govern the operation of the Token Forge Hackathon (“Hackathon”). Venom is the Hackathon Sponsor (“Sponsor”).

### **2. DEFINITIONS**

In these Terms and Conditions, "Venom", "we", "our", and "us" refer to Sponsor and “you” and "yourself" refer to a Hackathon participant, or the parent/legal guardian of any minor Hackathon entrant. By entering you (your parent/legal guardian if you are a minor) agree to be bound by these Terms and Conditions.

### **3. HACKATHON PERIOD**

The Hackathon starts at 10:00 a.m. on April 17, 2024, and ends at 22:00 on April 18, 2024 (“Hackathon Period”).

### **4. ELIGIBILITY**

- You must be 18 years or older to be eligible. Minors must have consent of a parent or legal guardian; and
- You must not be a citizen or resident of a Disqualified Jurisdiction; and

- You must register individually for the Hackathon at the “Register” button on the Token Forge website <https://tokenforge.gg>

Employees and directors of Venom and its subsidiaries, affiliates, and Hackathon Parties are not eligible, nor are persons involved in the execution or administration of this Hackathon, or the family members of each above (parents, children, siblings, spouse/domestic partners, or individuals residing in the same household).

## 5. ELIGIBLE ENTRY OR HACK:

To be eligible, a Token Entry must meet the following content / technical requirements:

- Your Token Entry must be your own original work; **and**
- Your Token Entry cannot have been selected as a winner in any other Hackathon; **and**
- You must have obtained all consents, approvals, or licenses required for you to submit your Token Entry; **and**
- To the extent that your Token Entry requires the submission of user-generated content such as software, photos, videos, music, artwork, essays, etc., entrants warrant that their Token Entry is their original work, has not been copied from others without permission or apparent rights, and does not violate the privacy, intellectual property rights, or other rights of any other person or entity. You may include Venom trademarks, logos, and designs, for which Venom grants you a limited license to use for the sole purposes of submitting a Token Entry into this Hackathon; **and**
- Your Token Entry may NOT contain, as determined by us in our sole and absolute discretion, any content that is obscene or offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of Venom; **and**
- Your Token Entry may NOT violate any law or any third party’s Intellectual Property Rights, privacy, personality or other rights; **and**
- Your Token Entry must not be a security, commodity or any regulated financial instrument of any kind. You Token Entry must not confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights, voting rights, dividends or any other form of participation in or relating to you or any company.

Failure to adhere to these rules may result in disqualification from participation in the Hackathon. Any decision by Venom, its representatives, with respect to violations of these rules will be final and binding.

## 6. USE OF TOKEN ENTRIES

We are not claiming ownership rights to your Token Entry. However, by submitting a Token Entry, you grant us an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze your Token Entry and all its content in connection with this Hackathon and use your Token Entry in any media whatsoever

now known or later invented for any non-commercial or commercial purpose, including, but not limited to, the marketing, sale or promotion of Venom products or services, without further permission from you. You will not receive any compensation or credit for use of your Token Entry, other than what is described in these Terms and Conditions. You consent to us doing (or omitting to do) any acts in respect of your Token Entry which may otherwise constitute an infringement of your moral rights.

Popular Token Entries may be whitelisted on Web3.World at the sole discretion of Venom and its representatives.

By entering you acknowledge that we may have developed or commissioned materials similar or identical to your Token Entry and you waive any claims resulting from any similarities to your Token Entry. Further you understand that we will not restrict work assignments of representatives who have had access to your Token Entry, and you agree that use of information in our representatives' unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law.

Your Token Entry may be posted on a public website. We are not responsible for any unauthorized use of your Token Entry by visitors to this website. We are not obligated to use your Token Entry for any purpose, even if it has been selected as a winning Token Entry.

## **7. WINNER SELECTION AND NOTIFICATION**

The Judges will evaluate the Token Entries and select the Teams that win Prizes in the Hackathon (the "Winners") based on popularity, novelty, uniqueness, innovation, sustainability, trading volume and amount of transaction, among others.

The Winners will be selected and notified at the end of the Hackathon.

The decisions of the judges are final and binding. If we do not receive a sufficient number of Entries or Hacks meeting the Token Entry requirements, we may, at our discretion, select fewer winners than the number of Hackathon Prizes described below.

If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to return any Forms, the selected winner will forfeit their prize and an alternate winner will be selected time allowing. If you are a potential winner and you are 18 years of age or older, but are considered a minor in your place of legal residence, we may require your parent or legal guardian to sign all required forms on your behalf. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

## **8. PRIZES**

There are two Token Entry Tracks. The Requirements and Prizes to be awarded in each Token Entry Track are set forth on the website <https://tokenforge.gg>. All Prizes will be paid in Venom Tokens. Tokens will be provided to a wallet address provided by the winners. Venom has no liability whatsoever to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via your wallet. You are responsible for any and all uses of your wallet and for any actions that take place using your wallet, whether by you or by another person.

No more than the stated number of prizes will be awarded. No substitution, transfer, or

assignment of prize permitted, except that Venom reserves the right to substitute a prize of equal or greater value in the event the offered prize is unavailable. Taxes on the prize, if any, are the sole responsibility of the winner, who is advised to seek independent counsel regarding the tax implications of accepting a prize.

In the event the winner does not accept the Prize at the time stipulated by Venom, then that Prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

By accepting a prize, you agree that Venom may use your Token Entry, name, image and other details online and in print, or in any other media, in connection with this Hackathon without payment or compensation to you, except where prohibited by law.

If Your Team is selected for any of the Prizes, You and/or Your Team must have complied with, and remain in compliance with the Terms and Conditions, and You and Your Team may be required to sign and provide the appropriate verification of eligibility as well as liability/publicity releases, assignments, or other forms as necessary in Venom's sole discretion. If any Prizes remain unclaimed by the winning team or any members thereof within a reasonable time after notification from Venom or if any member of the winning team has not complied with the Terms and Conditions (as determined by Venom at its sole discretion), that Prize will be forfeited, and an alternate winner may be selected from the remaining eligible Hackathon participant teams at Venom's sole discretion. Further, if Your Team is selected as a winner of one of the Prizes and You do not comply in a timely manner with Venom's requirements with respect to the Prizes, Your rights to that Prize shall be forfeited. Venom is not responsible for any disputes among team members concerning a Prize. Any Prize (or any element of the Prize) may not be transferred or substituted by its recipient(s).

## **9. VENOM MATERIALS**

Your use of any Venom Materials made available to You or Your Team by or on behalf of Venom in connection with the Hackathon will be governed by the Terms and Conditions.

Subject to and conditioned upon You and Your Team's compliance with the Terms and Conditions, Venom hereby grants to You and Your Team a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license solely during the Hackathon and solely in connection with and for the express purposes of the Hackathon to develop and demonstrate Your Hack or Token Entry that incorporates or uses the Venom Materials in connection with the foregoing activities.

You and Your Team understand and agree that Venom may restrict use of the Venom

Materials in Your Hack or Token Entry during and/or after the conclusion of the Hackathon, at Venom's sole discretion.

You represent and warrant and agree that: a) You and Your Team will use the Venom Materials only for purposes permitted by and in accordance with the Terms and Conditions and applicable law and regulation and not for any commercial use, and that any future commercial use of the Venom Materials shall be subject to separate terms and conditions; and b) You and Your Team, jointly and severally, are responsible for (and neither Venom nor its affiliates have any responsibility to You, Your Team, or to any third party for): 1) any data, content, or resources that You or Your Team obtain, transmit, or display through Your hack or Token Entry or the Venom Materials; and 2) any breach by You or Your Team of any of Your obligations under the Terms and Conditions, any applicable third party license, or any applicable law or regulation, and for the consequences of such breach. You and Your Team further represent that Your Hack or Token Entry does not infringe, either directly or indirectly, any Intellectual Property Rights of Venom unrelated to the Venom Materials or any Intellectual Property Rights of any third party. Any use of the Venom Materials shall include attribution to Venom as the source thereof and additionally shall contain all copyright and other proprietary notice or legend found on the original.

#### **10. NON-DISCLOSURE AGREEMENT.**

For the purposes of the Terms and Conditions, Venom Materials may include materials and information belonging to or in the possession of Venom that is not generally known to the public and that derives its value from not being generally known to the public and which Venom and its affiliates consider confidential. Confidential Venom Materials as described herein may include, without limitation, all information, technical data, or know-how provided to You and Your Team as part of the Hackathon, including without limitation, that which relates to research, products, pricing, personnel, contractors, suppliers and customers, software, services, development, concepts, ideas, inventions, processes, designs, drawings, models, prototypes, engineering, marketing, business strategies, diversification plans, business expansion plans, or finance and shall further include, without limitation, all information marked "confidential" by Venom. Confidential Venom Materials may be conveyed in written, graphical, physical or oral form. YOU AND YOUR TEAM HEREBY AGREE TO AND WILL HOLD IN CONFIDENCE AND USE A REASONABLE DEGREE OF CARE TO PRESERVE THE CONFIDENTIALITY OF THE VENOM MATERIALS PROVIDED UNDER THE AGREEMENTS. For purposes hereof, Confidential Venom Materials does not include information that: (i) at the time of disclosure, is in the public domain; (ii) after disclosure, becomes part of the public domain, except by breach of these Terms and Conditions by You or Your Team; (iii) You can establish by competent proof was in Your possession and at free disposal at the time of disclosure by Venom and was not acquired, directly or indirectly, from Venom (or an affiliate thereof); or (iv) You and Your Team obtains from a third party (other than Venom or an affiliate thereof); provided, however, that such information was not obtained by said third party, directly or indirectly, from Venom (or an affiliate thereof) under an obligation of confidentiality. For purposes of the Terms and Conditions, Venom Materials shall not be deemed to be in, or have come into, the public domain merely because any part of such Venom Materials is embodied in general disclosures or because individual features, components, or combinations thereof are or become publicly known. YOU AND YOUR TEAM HEREBY AGREE TO PROMPTLY RETURN ALL VENOM MATERIALS PROVIDED TO YOUR TEAM IN WRITING

OR IN ANY OTHER TANGIBLE FORM AT THE CONCLUSION OF THE VENOM HACKATHON AND FURTHER AGREE TO NOT RETAIN ANY COPIES OF ANY VENOM MATERIALS.

## **11. INTELLECTUAL PROPERTY RIGHTS**

“Intellectual Property Rights” means ownership rights in ideas, inventions, discoveries, improvements, modifications, enhancements, trade secrets, designs, business models, software and code, derivatives, know-how, processes, methodologies, technical information, data, test results, information, concepts, and works of authorship, whether patentable or otherwise protectable under the laws of the United States or any other jurisdiction, or not and whether reduced to practice or not, and all related intellectual property, including, but not limited to patents and patent applications (including, but not limited to, all reissues, continuations, continuations-in-part, revisions, extensions, divisionals, designs, and reexaminations thereof), copyrights, mask works, trademarks, trade secrets, and other forms of intellectual property protections related thereto, including all applications, certifications, and registrations therefor. You agree that Venom and its affiliates exclusively own and shall retain all worldwide right, title, and interest in and to the Venom Materials, and Venom’s trademarks, service marks, logos, trade dress, trade names, or service names (combined “Venom Marks”), patents and patent applications, and copyrights, including without limitations, all Venom Intellectual Property Rights therein (collectively “Venom IP”). No title to or ownership of any Venom IP is granted (express or implied) or otherwise transferred to You or Your Team or any other entity or persons under the Terms and Conditions. Any rights not expressly granted herein are withheld. You and Your Team agree to cooperate with Venom to maintain Venom’s ownership of the Venom IP, and You agree to promptly provide notice of any claims relating to the foregoing.

You and Your Team will retain ownership of Your Token Entry except to the extent of any Venom Materials, Venom technologies, and/or Venom IP embodied or incorporated therein in accordance with the Terms and Conditions and subject to Venom’s ownership of any Venom IP. You and Your Team agree to and hereby provide Venom a paid-up, royalty-free, perpetual, non-exclusive, worldwide license for use of Your Token Entry to the Hackathon, and further agree to provide Venom with the right of first refusal to negotiate in good faith for a license for commercial use of any of your Token Entry to the Hackathon. You represent and warrant that You and/or Your Team are the sole creator of Your Token Entry and that You and Your Team have obtained the necessary permission from all persons, entities, or Intellectual Property Rights owners whose technology, materials, likenesses, or work is contained therein for submission of Your Token Entry as described in the Terms and Conditions.

Nothing in the Terms and Conditions grants You and/or Your Team any rights to use any Venom Marks, during or after the completion of the Hackathon. You hereby waive any and all claims that You or Your Team may have against Venom or anyone organizing, judging, or associated with the Hackathon and the Hackathon. You also acknowledge that Venom has access to many ideas, concepts, inventions, technologies, and intellectual property, many of which may be similar or identical to Your Hack or Token Entry, and You and Your Team will not have any claim against Venom or be entitled to any compensation as a result of Venom’s use of similar or identical material as presented or embodied in Your Hack or Token Entry but developed independent of Your Hack or

Token Entry. You and Your Team agree that Venom is not responsible for any unauthorized use of Your Hack or Token Entry, in whole or in part, by any third party.

## **12. FILMING, PUBLICITY, AND PROMOTIONAL ACTIVITY**

You acknowledge and understand by attending the Hackathon or any Hackathon-related event in person as a participant, that You may be photographed, videotaped, and/or otherwise recorded by Venom or its designees (collectively "Footage") and may be required to sign an affidavit and/or release for such Footage. You agree that all Footage, including all copyrights and other rights therein and thereto, will be owned by Venom. You authorize Venom and its affiliates and designees to use, copy, edit, publish, and exploit such Footage and all elements embodied therein (including; Your name, Your Team name and Your Team information, likeness, submission materials, and recordings of Your Activities related to the Hackathon), in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional activities, trade, and other purposes, without further notification, permission, or compensation. Venom has no obligation to make use of any of the Footage.

You also consent to Venom's and its affiliates' and designees' use of Your name and/or Your Team's name, as well as Your voice, likeness, biographical information, and mention of the nature of Your participation in the Hackathon and the Hackathon, for advertising, promotional activities, trade, public announcements, and other oral communications, media events, or other marketing opportunities on Venom's websites or through other electronic communications such as emails to Venom customers, newsletters, or in materials that Venom otherwise makes publicly available, and through any other channels to promote the use of Venom Materials and Your Solutions, and other purposes, all without further notification, permission, or compensation. You acknowledge and agree that Venom is under no obligations to publicize Your participation in the Hackathon and/or usage of the Venom Materials. You hereby grant to Venom a revocable, non-exclusive, non-transferable license to any trademarks, service marks, logos, trade dress, trade names, and service names developed by You or Your Team, to publicize Your participation in the Hackathon, Your usage of the Venom Materials, and Your Solutions.

## **13. DISCLAIMERS AND INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL VENOM OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR VENDORS OR ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF VENOM OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR VENDORS (COLLECTIVELY "VENOM PARTIES") HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM, WITHOUT LIMITATION: (A) YOUR PARTICIPATION IN THE HACKATHON; (B) YOUR USE OF ANY VENOM MATERIALS; (C) YOUR RECEIPT, USE, OR REDEMPTION OF ANY PRIZE; (D) YOUR INABILITY TO RECEIVE, USE, OR REDEEM ANY PRIZE; (E) THE LISTING OF YOUR TOKEN ENTRY ON WEB3.WORLD OR (F) LOST REVENUE, LOST PROFITS, LOST ANTICIPATED PROFITS, LOST BUSINESS, OR ANY INJURY TO BUSINESS REPUTATION, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION, WHETHER IN TORT (INCLUDING

NEGLIGENCE), CONTRACT, OR OTHERWISE, REGARDLESS OF WHETHER ANY VENOM PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE VENOM MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE VENOM PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED WITH RESPECT TO THE HACKATHON, THE HACKATHON, THE PRIZES, AND THE VENOM MATERIALS.

IN NO EVENT WILL THE VENOM PARTIES BE LIABLE TO YOU, YOUR TEAM OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE HACKATHON, THE PRIZES, THE VENOM MATERIALS, AND THE AGREEMENT.

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE VENOM PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING ALL LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH) ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY TERMS OF THE AGREEMENT; (B) ANY MISREPRESENTATION YOU MAKE UNDER THE AGREEMENT OR OTHERWISE TO VENOM; (C) YOUR PARTICIPATION IN THE HACKATHON OR THE VENOM CHALLENGES; (D) YOUR RECEIPT, USE, OR REDEMPTION OF A PRIZE, OR YOUR INABILITY TO RECEIVE, USE, OR REDEEM A PRIZE; (E) YOUR USE OF THE PRODUCTS, SERVICES, DOCUMENTATION, DATA, OR MATERIALS PROVIDED UNDER THE AGREEMENT, OR YOUR SOLUTIONS OR THE USE OR DISTRIBUTIONS THEREOF; (F) ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHT RELATING TO THE AGREEMENT, THE HACKATHON, OR YOUR HACK OR ENTRY; OR (G) ANY BREACH OR ALLEGED BREACH BY YOU OR YOUR TEAM OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THE AGREEMENT.

#### **14. LIMITATION OF LIABILITY**

IN NO EVENT WILL VENOM PARTIES’ LIABILITY TO YOU, YOUR TEAM, OR ANY THIRD PARTY IN CONNECTION WITH THE HACKATHON, THE PRIZES, VENOM MATERIALS, OR THE AGREEMENT, UNDER ANY THEORY, EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

We reserve the right to cancel, change or suspend this Hackathon for any reason, including cheating, technology failure, catastrophe, war or any other unforeseen or unexpected event that affects the integrity of this Hackathon, whether human or mechanical. If the integrity of the Hackathon cannot be restored, we may select winners from among all eligible Entries or Hacks received before we had to cancel, change or



suspend the Hackathon. Violators will be prosecuted to the full extent of the law and may be banned from participation in future Venom Hackathons.

## **15. PRIVACY**

Details from all Entries or Hacks will be collected and used for the purposes of conducting this Hackathon (which may include disclosure to third parties for the purpose of processing and conducting the Hackathon) and for publicity purposes surrounding this Hackathon. The information submitted by you during the registration process or otherwise when participating in the Hackathon may include your email address, ID number and other personal information you provide to us (“**Personal Information**”). By entering this Hackathon, you consent to the use of your Personal Information as described. Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Venom in accordance with applicable data protection laws and regulations and Venom’s privacy policy referred to below, for the purposes of administering your participation in the Hackathon. For more details on Venom’s privacy policy, please see: <https://venom.foundation/privacy-policy>.

## **16. TAXES**

Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the prizes shall be fully borne by the prize winner.

## **17. NO WARRANTIES**

To the maximum extent permitted by law:

- a. Venom and its agents or contractors (if any) that it may use in the execution and management of the Hackathon do not warrant or represent (either directly or indirectly):
  - i. That participation in and/or access to the whole or any part of the Hackathon, Hackathon materials, content, information and/or functions contained in them will be provided on an uninterrupted, timely, secure and error-free basis; or
  - ii. That no computer viruses shall be transmitted or that no damage shall occur to your computer system as a result of any online activity of the Hackathon (if any).
- b. Any material downloaded or otherwise obtained through the Internet is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting from such download.
- c. Venom does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise in respect of the materials on the Hackathon site or any sites linked to the Hackathon site.

## **18. VENOM'S IP RIGHTS NOT AFFECTED**

Nothing in the Hackathon shall affect any intellectual property rights of Venom in any product or service which may be the subject matter of this Hackathon.

## **19. NO CHEATING TOLERATED**

You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of Venom, you will immediately be disqualified from the Hackathon. Cheating includes, but is not limited to, using multiple identification numbers, tampering with, hacking of the Hackathon site (if any), participating in the Hackathon without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Hackathon, use of the Hackathon beyond the defined Terms and Conditions of the Hackathon, attempting to disable or overwhelm any of Venom's websites or the Hackathon site (if any), attempting to disrupt any portion of the Hackathon, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the Token Entry process. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF VENOM'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE HACKATHON MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, VENOM RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

## **20. NO WAIVER**

Venom's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or provision or of any other provision.

## **21. MODIFICATION OF THESE TERMS AND CONDITIONS**

To the maximum extent permitted by law, Venom may modify these Terms and Conditions and/or withdraw or terminate the Hackathon at any stage without liability towards anyone.

## **22. GOVERNING LAW**

This Hackathon will be governed by the laws of the Cayman Islands, and you consent to the exclusive jurisdiction and venue of the courts of the Cayman Islands for any disputes arising out of this Hackathon. The Hackathon is void where prohibited or restricted by law, and is subject to all applicable laws.