

2026 TBM COUNCIL HACKATHON PARTICIPANT TERMS & CONDITIONS

This Hackathon is a global skill-based recognition program sponsored and administered by the **Technology Business Management Council** ("TBM Council"). No purchase, payment, entry fee, cash prize, or other item of monetary value is required or awarded.

By registering for or participating in the Hackathon, you agree to these **Participant Terms & Conditions** (the "**Participation Terms**") and to decisions made by TBM Council and the Judges regarding the Hackathon.

Please read the Submission Requirements and Intellectual Property sections carefully. Your submission must include the required video and Solution Summary described at TBM Council Hackathon. TBM Council may display, promote, showcase, and reuse certain submission materials as described in these Participation Terms. Only submit content that you and, if applicable, your employer are authorized to share and permit TBM Council to use under these Participation Terms.

1. Sponsor

The **2026 TBM Council Hackathon** (the "**Hackathon**") is sponsored and administered by the **Technology Business Management Council**, 11100 NE 8th Street, Bellevue, WA 98004 ("**TBM Council**").

TBM Council manages registration, submissions, judging, participant communications, participant recognition, and Hackathon showcase activities.

Questions about these Participation Terms may be sent to info@tbmcouncil.org.

2. Hackathon Purpose & Participant Benefits

2.1 Hackathon Purpose

The Hackathon brings together TBM practitioners and members of the broader TBM community to develop and demonstrate practical, reusable solutions to real-world Technology Business Management ("TBM") challenges.

Participants will apply TBM principles, collaborate with peers, develop innovative solutions, and showcase their work. Selected submissions may be featured at the 2026 TBM Conference in Miami, Florida, and in related Hackathon materials.

Participation in the Hackathon does not guarantee that any submission will be selected, showcased, published, adopted, licensed, commercialized, or otherwise used by TBM Council or any third party.

2.2 Participant Benefits

The Hackathon is designed to give participants an opportunity to:

- **Solve real-world TBM challenges** by developing practical solutions that can create value for the broader TBM community.

- **Showcase your innovation** to TBM leaders and practitioners-- and members of the TBM community.
- **Have your work evaluated** by experienced TBM leaders and practitioners using established Hackathon judging criteria.
- **Connect and collaborate with peers** from organizations across the TBM community.
- **Contribute to the future of TBM** by developing ideas and approaches that others can learn from, adapt, and build upon.
- **Receive recognition for your work** through finalist selection, conference showcases, community visibility, thought leadership opportunities, and other forms of professional recognition within the TBM community.

3. Vendor and Platform Neutrality

The Hackathon is vendor-neutral and platform-neutral. Participants may use any software, platform, programming language, artificial intelligence tool, cloud provider, database, or other technology they choose.

Submissions will be evaluated based on the quality of the solution and its application of TBM principles, not on the vendors, products, services, or technologies used. Use of any particular technology does not imply endorsement, certification, or recommendation by TBM Council.

Participants are responsible for obtaining all licenses, subscriptions, permissions, approvals, and other rights needed to create, submit, and demonstrate their solutions. Participants must comply with all applicable license terms, terms of service, acceptable use policies, and open-source license requirements associated with the technologies they use.

TBM Council will not provide confidential information for use in the Hackathon. Participants must not submit or disclose any confidential, proprietary, personal, regulated, export-controlled, or other sensitive information belonging to themselves, their employer, their clients, or any third party.

4. Key Dates and Process

4.1 Pre-Registration

Individuals and organizations may complete a pre-registration form to express interest in the Hackathon. Pre-registration does not constitute registration.

Pre-registration opens on August 12, 2026, and closes on September 29, 2026.

4.2 Registration

To participate in the Hackathon, individuals must complete the registration process, provide the requested participant and team information, and accept these Participation Terms.

Registration opens on October 1, 2026, and closes on October 18, 2026, at 11:59:59 p.m. ET.

TBM Council may update these Participation Terms before registration opens. The version in effect at the time of registration will govern a participant's participation in the Hackathon.

4.3 Build Period

The Build Period runs from October 1, 2026, through October 18, 2026.

At the start of the Build Period, registered teams will receive the challenge statements, submission requirements, evaluation criteria, and supporting materials. Teams will have approximately two and one half weeks to develop their solutions.

The Hackathon includes three tracks: two judged tracks, which will be evaluated by judges selected by TBM Council, and a People's Choice Track, which will be determined through attendee voting at the 2026 TBM Conference.

4.4 Submission Deadline

Teams must submit their entries through the TBM Council-approved submission process by October 18, 2026, at 11:59:59 p.m. ET.

Late submissions may be rejected and may not be evaluated.

4.5 Initial Evaluation

From October 19 through October 26, 2026, eligible submissions will be evaluated by judges selected by TBM Council using the published evaluation criteria.

The highest-scoring submissions will be recognized as finalists.

4.6 Finalist Announcement

Finalists are expected to be announced in the last week of October 2026.

Finalist teams may be identified in TBM Council communications, including websites, social media, conference materials, press releases, and other promotional materials, as further described in these Participation Terms.

Finalists will also receive information regarding showcase activities and next steps.

4.7 Conference Showcase and Final Evaluation

Finalists will be recognized and showcased at the 2026 TBM Conference in Miami, Florida, November 9–11, 2026.

Submissions in the two judged tracks will be evaluated using the published evaluation criteria by judges selected by TBM Council.

The People's Choice Track will be determined through voting by eligible registered conference attendees using the voting process established by TBM Council.

Attendance at the TBM Conference is not required to register, participate, submit a solution, or be recognized as a finalist. However, finalist teams are encouraged to have at least one team member attend the Conference to present their solution and participate in showcase activities.

4.8 Finalist Recognition and Conference Showcase

Finalists will be recognized at the 2026 TBM Conference and may be featured in TBM Council communications, conference programming, websites, social media, community content, case studies, and other promotional materials, as described in these Participation Terms.

Submissions in the Practitioner Track and Ecosystem Track will be evaluated by judges selected by TBM Council. The People's Choice Track will be determined through attendee voting conducted in accordance with procedures established by TBM Council.

4.9 Schedule Summary

All dates and times provided in these Participant Terms are approximate and may be modified by TBM Council. Any material changes will be communicated through the Hackathon website or other Hackathon communications.

5. Participant Eligibility and Tracks

5.1 General Eligibility

The Hackathon is open to individuals who are at least eighteen (18) years of age, or the age of majority in their jurisdiction of residence, whichever is greater, at the time of registration.

The Hackathon is intended for TBM practitioners and members of the broader TBM ecosystem and is void where prohibited by law or restricted by applicable sanctions, trade restrictions, or export-control laws.

5.2 Participant Tracks

The Hackathon includes three tracks:

- **Practitioner Track** – for individuals who use TBM in their professional roles but do not provide TBM-related products or services.
- **Ecosystem Track** – for individuals affiliated with organizations that provide TBM-related software, services, consulting, implementation support, or other commercial offerings.
- **People's Choice Track** – determined through attendee voting at the 2026 TBM Conference.

Practitioner and Ecosystem submissions will be evaluated separately. TBM Council will determine track placement based on the information provided during registration. The People's Choice Award will be determined from among the finalists in both the Practitioner and Ecosystem Tracks."

5.3 Ecosystem Participation

Ecosystem organizations may support Practitioner teams through coaching, mentoring, or subject-matter guidance. Any such support must be disclosed during registration and in the team's submission.

TBM Council may reclassify a team if the team's composition, affiliations, or disclosed support do not align with the selected track.

6. Ecosystem Track Eligibility and Participation Restrictions

Employees, officers, directors, contractors, and agents of IBM, Apptio, and their respective affiliates may participate only in the Ecosystem Track and are not eligible to participate in the Practitioner Track.

Any participant involved in administration, judging, evaluation, voting administration, eligibility review, compliance review, or other decision-making activities relating to the Hackathon is ineligible to participate.

TBM Council may require participants to disclose employer affiliations and may assign, reassign, or remove participants from a track as necessary to ensure compliance with these Participation Terms.

Eligibility remains subject to verification by TBM Council at any time.

7. Employer Approvals and Compliance

Participants are responsible for understanding and complying with their employer's policies, contractual obligations, and applicable laws.

Before registering, participants must obtain any approvals necessary to participate in the Hackathon, submit materials, publicly showcase their work, and permit the uses described in these Participation Terms.

Participants must not submit content they are not authorized to disclose.

8. Team Composition

Teams may consist of one (1) to five (5) participants.

An individual may participate on only one team, and each team may submit only one submission.

Each team must designate a Team Lead who will serve as the primary point of contact with TBM Council and who is authorized to submit materials and receive communications on behalf of the team. TBM Council may rely upon communications and representations made by the Team Lead as communications and representations of the team.

All team members must satisfy these Participation Terms.

9. Submission Requirements

To participate, teams must complete registration, accept these Participation Terms, and submit a compliant submission by the Submission Deadline.

Each submission must include:

- A recorded video of no more than five (5) minutes demonstrating the solution.

- A completed Solution Summary describing the problem addressed, the solution developed, how the TBM Framework was applied, and the technologies used.

Supporting materials may be included but are optional and will not be evaluated unless otherwise stated.

Deidentification Requirements. To support impartial evaluation, participants should use reasonable efforts to avoid including information in materials submitted for evaluation that identifies the participant, team members, employer, organization, company, product brand, consulting practice, or vendor affiliation, except where such information is expressly requested by TBM Council through the registration process.

Participants must not include company names, participant names, company logos, branded backgrounds, company URLs or email domains, or other unnecessary information that directly identifies the submitting organization or individual participants in materials provided for judging, including submission videos and supporting materials. Notwithstanding the foregoing, TBM Council may collect, use, disclose, and share identifying information as reasonably necessary to administer the Hackathon, verify eligibility and compliance, evaluate submissions, recognize finalists, conduct conference showcase activities, and otherwise carry out the activities described in these Participation Terms.

BECAUSE A SOLUTION, TECHNOLOGY, A PARTICIPANT'S VOICE, OR OTHER CONTEXTUAL INFORMATION MAY INDIRECTLY REVEAL OR SUGGEST THE IDENTITY OF A PARTICIPANT OR ORGANIZATION, COMPLETE ANONYMITY CANNOT BE GUARANTEED. THESE SAFEGUARDS ARE INTENDED TO MINIMIZE IDENTIFYING INFORMATION AND POTENTIAL BIAS SO THAT SUBMISSIONS ARE EVALUATED ON THE MERITS OF THE SUBMISSION AND THE APPLICABLE JUDGING CRITERIA.

References that are reasonably necessary to explain the solution, including references to products, platforms, technologies, integrations, or implementation environments, are permitted.

TBM Council may remove, redact, or anonymize identifying information prior to evaluation and may take reasonable corrective action where a submission does not comply with these requirements.

Following TBM Council's public announcement of the Hackathon results, participants – including non-finalists, finalists, and winners – may publicly share, publish, or promote versions of their submission materials that identify their company, team members, products, services, and other branding. TBM Council may also identify participating organizations and publish, feature, or promote identified or branded versions of submission materials following the public announcement of the results.

10. Challenge Areas

Submissions must address at least one of the Hackathon challenge areas:

- Data & Categorization
- Modeling & Allocations
- Reporting & Insights

Solutions should demonstrate a meaningful application of the TBM Framework and may incorporate AI, analytics, automation, or other technologies selected by the participant. For more information regarding the Challenge Areas, please visit the official Hackathon website at: <https://www.tbmcouncil.org/engage/hackathon/>.

11. TBM Council Materials

TBM Council may provide sample data, examples, or supporting materials to assist participants. Use of these materials is optional.

Unless otherwise specified, any materials provided by TBM Council may be used solely for purposes of participating in the Hackathon and may not be redistributed without permission.

Participants who use their own or their employer's data are responsible for obtaining all necessary rights and approvals.

12. Participant Representations

By participating, each participant represents and warrants that:

- The submission is original or properly authorized.
- The submission does not infringe the rights of any third party.
- The participant has obtained all permissions, approvals, and rights necessary to submit the materials and grant the rights described in these Participation Terms.
- The submission complies with applicable laws, licenses, and terms of use.
- The submission contains no malware, credentials, or confidential information that the participant is not authorized to disclose.
- Any use of artificial intelligence tools complies with the applicable terms, restrictions, license requirements, and usage conditions governing those tools.

13. General Submission Conditions

Submissions must comply with these Participation Terms and may be rejected, removed, or disqualified for noncompliance.

Participants acknowledge that similar ideas, concepts, technologies, or solutions may be independently developed by others.

Submissions are not confidential. Participation in the Hackathon does not create any employment, partnership, joint venture, agency, or other special relationship with TBM Council.

14. Initial Evaluation

The Hackathon uses a two-stage evaluation process.

14.1 Evaluation Process and Criteria

During the initial evaluation, eligible submissions in the Practitioner Track and Ecosystem Track will be reviewed by judges selected by TBM Council using the published evaluation criteria.

Evaluation Criteria. Submissions will be evaluated based on:

- Creativity and Innovation (35%)
- Business Impact (35%)
- Practicality and Execution (30%)

The highest-scoring submissions in each track will be recognized as finalists.

No judge may evaluate a submission in which the judge participated, directly contributed, or has an actual or material conflict of interest. Judges may recuse themselves in other circumstances that could reasonably call their impartiality into question. TBM Council may recognize more or fewer finalists based on the quality and number of eligible submissions received.

Finalist recognition remains subject to verification of eligibility and compliance with these Participation Terms.

15. Final Evaluation and Conference Showcase

Finalists will advance to the Final Evaluation, which will take place in connection with the **2026 TBM Conference**.

15.1 Practitioner and Ecosystem Tracks

Finalists in the **Practitioner Track** and **Ecosystem Track** will be evaluated by a panel of judges selected by TBM Council (the "**Final Evaluation Panel**").

The Final Evaluation Panel will consist of individuals selected based on their TBM expertise, experience, and independence. To the extent practicable, Final Evaluation Panel members will be different from the judges who participated in the Initial Evaluation. Final Evaluation Panel members will be subject to the same conflict-of-interest, recusal, confidentiality, and impartiality requirements that apply to the Initial Evaluation judges.

Finalists will be evaluated using the published evaluation criteria and scoring methodology described by TBM Council before the Final Evaluation.

Final Evaluation mechanics. Prior to the start of the Final Evaluation, TBM Council will publish or communicate the applicable scoring methodology, including any scoring scale, weighting of evaluation criteria, presentation requirements, evaluation procedures, and method for calculating final results.

The highest-scoring finalist in each judged track will be recognized at the 2026 TBM Conference.

15.2 People's Choice Award Track

The **People's Choice Track** will be determined through voting by eligible registered TBM Conference attendees using a voting process established and administered by TBM Council.

The submission receiving the highest number of eligible votes will be recognized as the People's Choice selection.

15.3 Final Decisions and Tie-Breakers

All evaluation and voting results, including eligibility determinations, application of the evaluation criteria, vote tabulation, tie-breakers, track classifications, finalist recognition, and final results, are final and not subject to appeal.

If a tie occurs in a judged track, the finalist with the higher **Creativity and Innovation** score will rank higher. If a tie remains, the finalist with the higher **Business Impact** score will rank higher. If a tie still remains, the Final Evaluation Panel chair will cast the deciding vote.

If a tie occurs in the People's Choice Track, TBM Council may apply a reasonable tie-breaking procedure and will communicate the outcome as part of the final results.

15.4 Disqualification and Alternate Finalists

If a finalist is disqualified, withdraws, is determined to be ineligible, or otherwise cannot continue participating, TBM Council may remove the finalist and, if appropriate, recognize an alternate submission based on the applicable evaluation results.

16. Speaking Opportunities

TBM Council may invite finalists, participants, or teams to participate in conference sessions, demonstrations, showcases, panel discussions, presentations, interviews, case studies, or other Hackathon-related activities.

Any such opportunity is subject to TBM Council's programming needs, event schedule, format, content review requirements, approval processes, and, where applicable, execution of any required speaker agreement or related documentation.

Participation in the Hackathon does not guarantee any speaking opportunity, presentation slot, interview, publication, or other featured activity.

TBM Council may modify, reschedule, relocate, convert to a virtual format, or cancel any speaking opportunity or related activity at any time.

17. Recognition-Based Program

The Hackathon is a skill-based recognition program designed to spotlight innovative solutions and meaningful contributions to the TBM community.

Participants may receive finalist recognition, showcase opportunities, speaking opportunities, publicity, publication opportunities, certificates, and other forms of professional recognition through the 2026 TBM Conference and related TBM Council programs, communications, and content.

Recognition is based on the quality of eligible submissions and, where applicable, attendee voting, as further described in these Participation Terms.

No cash prizes, merchandise, travel awards, gift cards, scholarships, consulting engagements, employment opportunities, software subscriptions, licenses, or other items of monetary value will be awarded in connection with the Hackathon.

17.2 Recognition and Selection

Recognition as a finalist, selection for a showcase opportunity, or recognition within a track is based on the quality of eligible submissions and, where applicable, attendee voting.

The likelihood of finalist recognition depends on factors including:

- The number of eligible submissions received in the applicable track;
- The quality of those submissions;
- The scores assigned by judges under the published evaluation criteria; and
- For the People's Choice Track, the number of eligible attendee votes received.

Recognition in the Practitioner Track and Ecosystem Track is based on judging criteria established by TBM Council. Recognition in the People's Choice Track is based on eligible attendee voting conducted in accordance with procedures established by TBM Council.

18. Verification and Compliance Review

TBM Council may take reasonable steps to verify a participant's or team's compliance with these Participation Terms, including:

- Requesting evidence of rights or permissions to use third-party materials;
- Requesting evidence of employer, client, or organizational approvals;
- Requesting a live or recorded demonstration of a solution;
- Reviewing supporting materials submitted in connection with the Hackathon; and
- Engaging subject-matter experts or third parties to assist with technical review or verification.

If a participant, team, submission, finalist, or People's Choice selection is found to be ineligible, noncompliant, or unable to satisfy the requirements of these Participation Terms, TBM Council may remove the submission from consideration, revoke finalist recognition, withdraw showcase opportunities, or recognize an alternate submission, as appropriate.

Eligibility, compliance, track classification, evaluation results, voting results, finalist recognition, and related determinations made by TBM Council under these Participation Terms are final.

19. Intellectual Property and Post-Hackathon Use of Submission Materials

19.1 Participant Ownership

Participants retain ownership of their submissions and any underlying intellectual property they create for the Hackathon. Nothing in these Participation Terms transfers ownership of a participant's code, methodologies, models, workflows, documentation, inventions, trade secrets, or other intellectual property to TBM Council.

Participants are responsible for ensuring they have the rights necessary to use any third-party software, data, APIs, models, open-source components, or other materials included in their submissions and that such use complies with applicable license terms.

19.2 License to TBM Council

To enable administration, evaluation, recognition, and promotion of the Hackathon, each participant grants TBM Council a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable license to use, reproduce, publish, display, distribute, perform, excerpt, adapt, and promote Submission Content for the purposes described below.

Submission Content includes the recorded submission video, presentation materials, screenshots, excerpts, clips, still images, quotations, the Solution Summary, solution name, and participant, team, and organization names.

Submission Content does not include optional supporting technical materials, including source code, prompts, scripts, workflows, data models, configurations, technical documentation, or similar materials, unless a participant separately authorizes their public use. Such materials may be reviewed for evaluation, verification, and administration purposes.

19.3 Permitted Uses

TBM Council may use Submission Content to:

- Evaluate and administer the Hackathon;
- Recognize finalists in the Practitioner Track, Ecosystem Track, and People's Choice Track and showcase participant solutions;
- Support TBM Conference programming, presentations, demonstrations, webinars, and community events;
- Publish content through websites, social media, newsletters, press releases, articles, and other communications;
- Develop educational, training, thought-leadership, community, and promotional content;
- Create case studies, solution spotlights, best-practice examples, and community resources
- Promote future Hackathons and related TBM Council programs; and

- Identify participants, teams, employers, and solutions in connection with Hackathon activities

19.4 License Limitations

The license granted under this Section:

- Does not transfer ownership of participant intellectual property;
- Does not permit TBM Council to commercialize a participant's solution as a standalone product or service;
- Does not grant TBM Council ownership of participant source code, proprietary configurations, trade secrets, or confidential know-how;
- Does not imply endorsement by any participant or participant organization;
- Use of a participant's organization name is limited to factual identification in connection with the Hackathon and does not imply endorsement of TBM Council, the TBM Conference, the Hackathon, or any participant solution; and
- Is subject to any third-party rights disclosed by the participant.

Participants may request removal of their individual name or likeness from future promotional materials by written notice. TBM Council will use commercially reasonable efforts to honor such requests prospectively but is not required to recall or revise materials already published or in production.

All trademarks, service marks, logos, and other brand assets remain the property of their respective owners.

Publicity, media, photography, and recording rights are further described in Section 22.

20. Conference Recognition and Showcase Activities

Finalists in the Practitioner Track and Ecosystem Track may be recognized and showcased as examples of innovative thinking and practical application of TBM principles through TBM Conference programming, solution demonstrations, presentations, websites, social media, and related TBM Council communications and activities.

By participating in the Hackathon, participants consent to TBM Council's use of their name, team name, organization name, solution name, solution description, likeness, image, and Submission Content as provided in Section 19.

TBM Council may determine the format, content, technical requirements, scheduling, and logistics of any showcase, demonstration, presentation, interview, or other recognition activity and may modify those arrangements as reasonably necessary.

Participants selected for showcase activities may be required to comply with applicable venue, security, technical, audiovisual, speaker, or conference participation requirements.

TBM Council may determine which finalists participate in particular showcase activities, presentations, interviews, conference programming, or other recognition activities.

21. Privacy and Data Protection

TBM Council and its affiliates, service providers, and contractors may collect, use, store, transfer, and otherwise process personal information provided in connection with pre-registration, registration, submissions, evaluation activities, finalist recognition, conference showcase activities, and administration of the Hackathon in accordance with applicable law and the TBM Council Privacy Notice available at <https://community.tbmcouncil.org/privacy>.

Personal information collected in connection with the Hackathon may be processed in the United States and in other countries in which TBM Council or its service providers operate.

By participating in the Hackathon, each participant consents to the collection, use, storage, transfer, and disclosure of personal information as reasonably necessary to administer the Hackathon, verify eligibility, evaluate submissions, conduct voting and showcase activities, communicate with participants, satisfy legal obligations, and carry out the activities described in these Participation Terms.

Pre-registration information will be used to assess interest in the Hackathon and support planning activities. Pre-registration does not constitute registration or create an entry in the Hackathon.

Participants may request access to, correction of, or deletion of personal information as described in the applicable Privacy Notice or by contacting privacy@tbmcouncil.org. TBM Council may retain information as necessary to satisfy legal, regulatory, audit, security, and record-retention requirements.

Participants must not include personal information, confidential information, regulated data, or other sensitive information relating to any third party in a submission unless the participant has obtained all required permissions and disclosures and the information may lawfully be used for the purposes of the Hackathon.

22. Publicity, Media, Photography, and Recording

Except where prohibited by law, participants consent to TBM Council's use of their name, team name, organization name, solution name, solution description, likeness, image, voice, statements, comments, and Submission Content for Hackathon administration, finalist recognition, conference showcase activities, educational content, community communications, and promotional purposes, in any media now known or later developed, without additional compensation.

Participants acknowledge that finalists in the Practitioner Track, Ecosystem Track, and People's Choice Track may be identified in press releases, conference materials, websites, social media, newsletters, case studies, and other Hackathon-related communications.

Hackathon and TBM Conference activities may be photographed, recorded, livestreamed, or otherwise captured by TBM Council or its service providers. By attending Hackathon-related events or showcase activities, participants consent to such recording and to the use of those materials for educational, community, promotional, and archival purposes.

Participants selected for conference showcase activities, demonstrations, presentations, interviews, or other featured programming acknowledge that such activities may be recorded and distributed as part of conference programming and related content.

Participants who wish to limit future promotional use of their individual name or likeness may submit a written request to TBM Council before the start of the TBM Conference. TBM Council will use commercially reasonable efforts to honor such requests prospectively but will not be required to modify, withdraw, or recall content already published, distributed, recorded, or in production.

Declining future promotional use of an individual's name or likeness will not affect eligibility to participate in the Hackathon, be evaluated, be recognized as a finalist, or be considered for showcase activities, except where the requested restriction would make the applicable activity impracticable.

23. Release and Indemnification

To the fullest extent permitted by applicable law, each participant agrees to defend, indemnify, and hold harmless **TBM Council, IBM, Aptio, their respective affiliates, service providers, judges, officers, directors, employees, contractors, agents, and representatives** (collectively, the “Released Parties”) from and against any third-party claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of or relating to:

- The participant’s participation in the Hackathon;
- The participant’s submission or any content included in the submission;
- Any actual or alleged violation of these Participation Terms by the participant or the participant’s team;
- Any actual or alleged infringement, misappropriation, or violation of any intellectual property right, privacy right, publicity right, confidentiality obligation, contractual right, or other right arising from a submission or related materials;
- The participant’s failure to obtain any required permissions, approvals, authorizations, or rights relating to a submission;
- The exercise by TBM Council of any rights granted under Section 19; or
- Participation in any recognition, showcase, presentation, conference, speaking, demonstration, interview, or related Hackathon activity.

Each participant remains solely responsible for the content of the participant’s submission and for ensuring that the participant has all necessary rights, permissions, approvals, and authority to participate in the Hackathon and grant the rights described in these Participation Terms.

Nothing in these Participation Terms limits any rights or remedies available to TBM Council under applicable law.

24. Limitation of Liability

To the fullest extent permitted by applicable law, the Released Parties will not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages, or for any loss of profits, revenue, business opportunity, goodwill, reputation, use, or data, arising out of or relating to:

- The Hackathon;
- Participation in the Hackathon;
- Registration, submission, evaluation, voting, finalist recognition, or showcase activities;
- Conference-related activities;
- Any Hackathon website, platform, communication system, or submission system; or
- Any decision, determination, evaluation result, voting result, or recognition decision made in connection with the Hackathon.

The Released Parties' aggregate liability arising out of or relating to the Hackathon will not exceed one hundred U.S. dollars (US \$100), except to the extent such limitation is prohibited by applicable law.

Certain jurisdictions do not permit the exclusion or limitation of certain damages or liabilities. In those jurisdictions, this Section applies only to the extent permitted by applicable law.

25. Systems, Force Majeure, and Program Changes

TBM Council is not responsible for technical, network, telecommunications, platform, software, hardware, hosting, cloud-service, internet, transmission, accessibility, compatibility, security, or system failures that affect registration, submissions, evaluations, voting, communications, recognition activities, conference programming, or showcase activities.

Without limiting the foregoing, TBM Council is not responsible for:

- Lost, late, incomplete, corrupted, inaccessible, altered, misdirected, or improperly transmitted submissions or communications;
- System outages, interruptions, delays, or performance issues;
- Unauthorized access to submissions, participant information, evaluation materials, or voting systems;
- Human, administrative, technical, or typographical errors; or
- Failures caused by third-party platforms, service providers, or communication systems.

If the Hackathon or any part of it cannot be conducted as planned due to circumstances beyond TBM Council's reasonable control, including:

- Technical failures;

- Fraud or security incidents;
- Unlawful interference;
- Labor disputes;
- Public health events;
- Natural disasters;
- Governmental actions;
- Venue closures or restrictions; or
- Any other force majeure event,

TBM Council may, in its reasonable discretion:

- Postpone, suspend, modify, relocate, or cancel all or part of the Hackathon;
- Convert activities to a virtual or hybrid format;
- Adjust evaluation procedures, voting procedures, timelines, recognition activities, or showcase activities; or
- Take any other action reasonably necessary to preserve the integrity, fairness, security, and administration of the Hackathon.

Any participant who attempts to interfere with, disrupt, compromise, manipulate, or undermine the operation, security, administration, evaluation process, voting process, or integrity of the Hackathon may be disqualified and may be subject to any other remedies available under applicable law.

TBM Council's decisions regarding any action taken under this Section are final and binding.

26. Governing Law and Changes to These Participation Terms

These Participation Terms and any dispute arising out of or relating to the Hackathon are governed by the laws of the State of New York, without regard to conflict-of-law principles. Any legal action relating to the Hackathon must be brought exclusively in the state or federal courts located in New York, New York, and participants consent to the jurisdiction of those courts.

TBM Council may update these Participation Terms before registration closes by posting revised terms on the Hackathon website. After registration closes, material changes will be made only as reasonably necessary to address legal requirements, correct errors, or respond to circumstances described in Section 25.

27. Code of Conduct

Participants are expected to conduct themselves professionally and respectfully in all Hackathon-related activities. Harassment, discrimination, intimidation, threats, unwelcome sexual conduct,

disruptive behavior, unauthorized recording of others, or conduct that interferes with another participant's ability to participate is prohibited.

Participants must not interfere with another team's submission, presentation, evaluation, voting, or showcase activities. TBM Council may remove, disqualify, or restrict the participation of any individual who violates this Code of Conduct. Concerns may be reported to info@tbmcouncil.org.

28. Mandatory Legal Rights

Nothing in these Participation Terms limits or excludes any rights or remedies that cannot be waived or limited under applicable law. If any provision of these Participation Terms conflicts with applicable law, that provision will be interpreted and enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

29. General Provisions

If any provision of these Participation Terms is determined to be unenforceable, the remaining provisions will remain in full force and effect. Headings are for convenience only and do not affect interpretation.

These Participation Terms, together with any required registration materials and applicable privacy notices, constitute the entire agreement between the participant and TBM Council regarding the Hackathon and supersede prior communications relating to the Hackathon.

These Participation Terms are published in English. Any translation is provided for convenience only. To the extent permitted by law, the English-language version governs in the event of any inconsistency, except as provided in Section 28.

30. Finalist Information and Contact

Information regarding finalists recognized in the Practitioner Track, Ecosystem Track, and People's Choice Track will be made available through the Hackathon website following completion of the Hackathon.

A current copy of these Participation Terms will be available throughout the Hackathon on the Hackathon website.

Technology Business Management Council
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Bellevue, WA 98004