

## monday.com AI Hackathon Terms and Conditions

monday.com Ltd. (“**monday.com**”) is excited to host the AI Hackathon (“**Hackathon**”), where monday.com is opening its Platform for participants to create, develop and package custom AI applications for the monday.com Marketplace (the “**Participant**” and “**App**” respectively).

These monday AI Hackathon Terms and Conditions together with the monday.com [Terms of Service](#), [Marketplace Listing Terms](#), and [Developer Terms](#), incorporated herein by reference, govern the participation at the Hackathon. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in terms referenced above.

### 1. Rules for Participation

- 1.1. The Hackathon will be held between June 20, 2023 until June 23, 2023.
- 1.2. Participants may form up into groups of up to four (4) Participants (the “**Team**”) or participate individually (“**Individual Participant**”). Each Team must appoint a Participant who will act as their Team’s representative for any and all purposes.
- 1.3. Teams and/or Individual Participants will be competing by creating applicable AI Apps to be integrated with the monday.com’s Platform.
- 1.4. Each Team and/or Individual Participant must register for a developer account on the monday.com Platform, and, where applicable add every Team member as a user in the Developer account. You will also be required to join the dedicated Discord channel for communication prior and during the Hackathon, as further described below.
- 1.5. After completion of the Hackathon monday.com will select winners out of all participating Teams or individual Participants which will entitle them to a prize according to their winning place and type, as further described below (the “**Winners**”). monday.com shall announce the Winners through a live online session, at a date to be later announced.
- 1.6. monday.com’s decision as to the selection of the Winners will be based upon professional criteria, such as creativity, originality, quality of code, optimization, architecture, etc, and will be at monday.com’s sole discretion. Participant understands and agrees that monday.com’s decision in this matter shall be final and absolute, and no claim, demand or suit of any kind shall be considered or accepted in this regard.

### 2. Prizes

- 2.1. The Prizes for the Winners will be as follows (the “**Prizes**”):

Type	Monetary Prize	Additional Prize for Listed Apps	Number of Winners
Grand Prize - 1st Place Global	5,000 \$US	Up to 10,000 \$US	1
2nd Place Global	4,000 \$US	Up to 8,000 \$US	1

Best App Per Location (NY/TLV/LON/ Virtual)	3,000 \$US	Up to 6,000 \$US	4 total (1 per location)
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- 2.2. Additional Prize for Listed Apps. Winners who have listed their Apps on the monday.com Marketplace, their Apps are monday.com Billed Apps, and their App makes Revenues on the monday.com Marketplace during the first year from announcement of the Winners, will be eligible for an additional Prize as described herein. monday.com will compare dollar to dollar to the App Net App Revenue, up to the amount listed in the table above and during the said year from announcement of winners, and grant this amount to the Winner. For example, If the first place Winner App made a Net App Revenue of 9,000 US\$ during the year from announcement of its winning, monday.com will grant the Winner an additional 9,000 US\$. Or, If the first place Winner App made a Net App Revenue of 11,000 US\$ during the year from announcement of its winning, monday.com will grant the Winner an additional 10,000 US\$.
- 2.3. To be eligible to win the Prize, participants must comply with the requirements of these Terms and Conditions and applicable law. Winners, including all members of a Team if applicable, are responsible for any fees associated with receiving or using Prizes, including but not limited to reporting and paying all applicable taxes. monday.com and/or anyone acting on its behalf shall not be responsible and/or liable with respect to any aspect pertaining to the Prize, including the way that the winning Team divides or uses the Prize. In case the Winner is a Team, the Prize will be delivered to the Team's Representative.
- 2.4. Without derogating from the above, monday.com or anyone acting on its behalf is authorized to deny a Prize to anyone who has harmed the integrity of the Hackathon, monday.com, hackathon sponsors or any similar reason, according to its sole and reasonable discretion.

### 3. Participant's Acknowledgments and Representations

- 3.1. Participants are separately and jointly responsible for the accuracy and completeness of their App, as well as for clearing the third-party rights for any and all third-party content or material with respect to the App. By participating in the Hackathon Participants hereby confirm that the App is theirs and where applicable their Team's, original owned work. monday.com and/or anyone acting on its behalf shall not be responsible and/or liable with respect to any aspect pertaining to the aforesaid.
- 3.2. Each Participant hereby represents and warrants that they secured all rights necessary (such as those from third parties) to permit participation, submission, and use of the App and any associated materials, presentations, documentation, or any other type of materials or data, used, submitted or created, in connection with the Hackathon (the "**Materials**"). Accordingly, by submitting an App for the Hackathon, Participant represents and warrant that (a) the App or any portion thereof and the materials are not copyrighted, protected by trade secret, or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights unless the Participant and/or the Team is the owner of such rights or have permission from their rightful owner to submit the App and use the Materials and grant the rights, as contemplated hereunder; and (b) App does not contain any viruses, Trojan horses, worms, spyware or other disabling devices or harmful or malicious code; (c) the App or the submission, in violation of any applicable license, law or contractual or fiduciary duty or provision (including by exercise of the rights the Participant grant to monday.com above).
- 3.3. Participant's and Participant's Team development of the App on monday.com, and general use of monday.com's platform shall adhere to monday.com terms as referenced above). Furthermore the Participants shall adhere to monday.com's [Events Code of Conduct](#).
- 3.4. Each Participant understands that monday.com will be recording and photographing the Hackathon, presentations, testimonials, interviews, work sessions, and the like, including, Participant's name, Participant's team names, Team's logo (when applicable), the Team's biographical information, and

mention of the nature of Participant's participation in the Hackathon, likeness, Materials, App and recordings of Participant's activities related to the Hackathon, whether by video, audio, photographic or other means ("**Recordings**"). Participant hereby authorizes monday.com to use, copy, edit, publish, distribute and exploit such Recording, in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for promotional and other marketing or commercial purposes. monday.com has no obligation to make use of any of the Recordings. monday.com will not use the Recordings to disparage the reputations of the Participant's or his/hers Team.

- 3.5. Participant acknowledges and confirms that the use and/or submission of the App by the Participant and/or the Team (including, through the Team Representative) or by any third party and formalizing the Team shall be at the Participant's sole and absolute liability and responsibility.

#### **4. Privacy**

- 4.1. By participating in the Hackathon, each Participant hereby consents and confirms that the details, were/are collected by monday.com (the "**Information**") may be used by monday.com for the purpose of performing the Hackathon, providing the Prizes, and for any other commercial purposes in relation to the Hackathon. monday.com will be entitled to share the Information with third parties (such as contractors, affiliates, commercial partners, event sponsors, etc.) for the purposes mentioned above. Furthermore, you consent that monday.com and/or affiliated third parties as described above, may communicate with you from time-to-time through any of the contact means available to us (i.e. email, phone) regarding the Hackathon and/or for any other commercial purpose in relation to the Hackathon. monday.com further refers the Participants to monday.com's [Privacy Policy](#), which describes monday.com's practices and policies related to the collection, use, and storage of personal data, and your rights relating to your personal data.
- 4.2. For communication purposes Participants will be required to join the Hackathon dedicated Discord server. Use of Discord services will be subject to Discord's [Terms of Service](#) and [Privacy Policy](#).

#### **5. Intellectual Property**

- 5.1. The intellectual property rights of the App developed under this Hackathon, including, source-code material, marks, logos, etc. shall remain the property of the Participant and their Team (when applicable). If you are participating as part of a Team, it is your responsibility for the distribution of Intellectual Property rights between the Team members and you shall have no claims towards monday.com in this regard. monday.com and/or anyone acting on its behalf shall not be responsible and/or liable with respect to any aspect pertaining to the intellectual property of the App.
- 5.2. All intellectual property rights (of any kind), including without limitation trademarks, trade secrets, copyrights, etc., whether registered or not, related to the Hackathon and/or monday.com's platform or any part thereof shall at all times remain the sole property of monday.com.
- 5.3. Notwithstanding the above, participants acknowledge that monday.com may already be aware of similar or identical concepts which the Participant and/or their Team share with monday.com or include in the App, and that monday.com is free to develop similar Apps to those developed by the Participant and their Team during the Hackathon, at its own discretion.

#### **6. Miscellaneous**

- 6.1. IN NO EVENT WILL MONDAY.COM ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS OR ANY THIRD PARTY ON ITS BEHALF BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR WITH THE PARTICIPATION AT THE HACKATHON, WHETHER SUCH LIABILITY ARISES FROM

A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT MONDAY.COM AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. MONDAY.COM'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS OR IN CONNECTION WITH THE MONDAY.COM MARKETPLACE, WILL BE LIMITED TO AND WILL NOT EXCEED THE MONETARY PRIZE AMOUNT.

- 6.2. You agree to defend, indemnify, and hold monday.com harmless from and against any liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorney fees and court costs), as incurred, arising out of or resulting from any third-party claim, action, or proceeding brought against monday.com (any "**Claim**") arising from your participation in the Hackathon, including with respect to your App, Materials, including without limitations, for any alleged infringement, violation, misappropriation of any third party right (e.g. intellectual property rights and privacy rights), your breach of these Terms. Upon receiving a Claim, monday.com shall provide written notice to you and allow you to assume control over the defense and/or settlement of the Claim, provided that monday.com reserves the right to retain counsel, at its own expense, to participate in the defense and settlement of the Claim.
- 6.3. monday.com shall be entitled to change these Terms and Conditions at any time, including without limitation, the Prizes, dates etc. according to monday.com's reasonable discretion and the updated Terms and Conditions shall obligate all participants from the date of its publication.
- 6.4. Participation in the Hackathon is the exclusive responsibility of the Participant. monday.com and/or anyone acting on its behalf bears no responsibility for any damage which is caused and/or shall be caused to a Participant as a result of and/or in connection with his participation in the Hackathon.
- 6.5. Governing law and jurisdiction shall be the laws of Israel and the courts in Tel-Aviv, Israel.