

Gnosis X

Competition Terms and Conditions

A. Scope of Terms

1. These are the general terms and conditions ("**Terms** ") that apply to the "Gnosis X Developer Competition" ("**Competition**") organized and sponsored by Gnosis Ltd, a company registered in Gibraltar with company number 115571, with its registered office at Suite 23 Portland House, Glacis Road, Gibraltar. ("**Gnosis**", "**We**", "**Our**" or "**Us**"). We may be contacted in respect of the Competition by email on the following email address gnosisx@gnosis.pm
2. By entering the Competition, entrants agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, do not enter the Competition.
3. We may amend these Terms from time to time in our sole discretion. Please check these Terms to ensure you understand the terms that apply at that time.

B. The Competition

1. The Competition is a skill competition sponsored by Gnosis, where competing developers /developer teams build decentralized applications (dApp) to run on the Gnosis Platform.
2. The Gnosis Platform is available to be compiled from the resources located at <https://github.com/gnosis>. By downloading, deploying, compiling and/or using the resources found at <https://github.com/gnosis> (either individually or collectively) you accept the terms of the various licences as found within the relevant repository.
3. The Competition shall consist of three categories:
 - i. R&D/Science
 - ii. Token Diligence objective
 - iii. Integration into Blockchain Project

An introduction on the different categories and first use cases can be found on the competition [website](#) (the "Competition Site")

4. You are not obliged to enter submissions for each category but you may do so if you wish.

C. Eligibility

1. The Competition is open to individuals who are at least eighteen (18) years of age or older at the time of entry into the Competition (each, a "**Participant**"). Individuals may enter as a sole Participant or as part of a "**Participant Team**".
2. Participants and all members of a Participant Team must be residents of the following countries:

UNITED STATES OF AMERICA (EXCLUDING PUERTO RICO AND ITS OTHER TERRITORIES AND POSSESSIONS), CANADA (EXCLUDING THE PROVINCE OF QUEBEC), COLOMBIA, THE UNITED KINGDOM, ARGENTINA, AUSTRALIA, AUSTRIA, BELGIUM, BULGARIA, CZECH REPUBLIC, DENMARK, FINLAND, FRANCE, GERMANY, GREECE, HONG KONG; HUNGARY, INDIA (EXCLUDING THE STATE OF TAMIL NADU), IRELAND, ISRAEL, JAPAN, LUXEMBURG, MAINLAND CHINA (EXCLUDING MACAU), MEXICO, NEW ZEALAND, NORWAY, PERU, PHILIPPINES, POLAND, PORTUGAL, ROMANIA, RUSSIA, SERBIA, SINGAPORE, SPAIN, SOUTH KOREA SWEDEN, SWITZERLAND, THE NETHERLANDS, TURKEY, OR UKRAINE (EXCLUDING THE AREA OF CRIMEA)

3. Employees of Gnosis and their immediate families and household members (whether related or not) are not eligible to participate in the Competition.
4. Participants and all members of Participant Teams which are domiciled in countries, states or territories where the Competition, or the receipt of cryptographic tokens is void by law are not eligible to participate in the Competition.

D. Entry & Participation

1. In order to participate in the Competition, Participants /Participant Teams must submit their dApps in accordance with the submission requirements as contained in Section E of these Terms (an "**Entry**" "**Entries**").
2. By participating in the Competition through making an Entry, each Participant and all members of a Participant Team, as applicable, unconditionally accept and agree to comply with and abide by these Terms.

3. A Participant can submit more than one dApp as an individual Participant and/or as a member of a Participant Team, so long as the dApps are not the same. Duplicate submissions of the same dApp are not permitted.
4. If participating as a Participant Team, the Participant Team must elect one member of the Participant Team to act as a representative under whose name it will participate. The representative shall represent the Participant Team and shall assume all rights and responsibilities under these Terms and ensure the compliance of these Terms by each member of the Participant Team. All of our dealings and responsibilities under these Terms will be to the representative and not to individual members of a Participant Team.
5. By submitting an Entry Participants/ Participant Teams agree to grant Gnosis a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license (or if not permissible by law to the maximum extent allowable by law) to use, advertise, display, demonstrate, promote, reproduce, publicly perform, publicly display and create derivative work including screenshots, animations and video clips available for promotional purposes from any Entry, via communication to the public or other groups, including, but not limited to all marketing communications (including, but not limited to, email campaigns, advertising via social networking, and/or other media outlets, including print and on-air media), without any notice, approval or compensation to the respective Participant / Participant Team.
6. Any and all costs associated with preparing an Entry must be borne by the Participants/ Participant Teams, regardless of the conduct or outcome of the Competition and Gnosis shall in no way be liable to pay or contribute to any costs incurred by Participants/ Participant Teams arising out of or in connection with the Competition.
7. By submitting an Entry, Participants/ Participant Teams warrant that the Entry:
 - i. is the original work of the Participant / Participant Team or an update to an original work of the Participant / Participant Team;
 - ii. does not contain any use of names, likenesses, photographs, or other identifying elements in whole or in part, of any person, living or dead, without permission (proof of which must be provided to Gnosis upon request in a form satisfactory to Gnosis);
 - iii. does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, logos, copyrighted material not owned by the Participant or member of the Participant Team, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;

- iv. is not subject to any third party agreements, and that Gnosis will not be required to pay or incur any sums to any person or entity as a result of its ownership, acquisition, use or exploitation of the entries or rights therein;
 - v. was made with the understanding that any required permits from local authorities or other permissions have been obtained and is documented sufficiently such that Participant / Participant Team can show proof of such permission upon request from Gnosis;
 - vi. does not contain hateful content of any kind (including without limitation racism, sexism, etc.),
 - vii. content which promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content, the determination of which shall remain in the sole discretion of Gnosis;
 - viii. does not promote any activity that may appear unsafe, dangerous or illegal;
 - ix. does not contain reference to any political agenda or party
 - x. does not violate any applicable state or federal law applicable to the Participant/ Participant Team; and
 - xi. the Participant/ Participant Team indemnify Gnosis from and against any cause of action, complaints, or other claims arising out of the breach of any of the foregoing warranties.
8. Participants/ Participant Teams further warrant that they will not deliberately recklessly or negligently cause damage to the Competition Site, or seek to undermine the administration, security, fairness, integrity, or proper conduct of the Competition through any means including but not limited to computer viruses, bugs, tampering, unauthorized intervention and/or any other fraudulent or other means.

E. Submission Requirements

1. The Competition shall commence on the 20th of March at 12:00 GMT
2. The deadlines for Entry into each of the three Competition categories are as follows:
 - i. R&D/ Science – 6th of August at 12:00 GMT
 - ii. Token Diligence – 20th of August at 12:00 GMT
 - iii. Blockchain Project Integration – 3rd of September at 12:00 GMT

(a “**Submission Period**” or together the “**Submission Periods**”)

3. It shall be the responsibility of each Participant / Participant Team to ensure that an Entry is submitted within the stated Submission Period/ Submission Periods.
4. Gnosis reserves the right to accept any Entry after a Submission Period has elapsed at its sole discretion but nothing in these Terms will oblige Gnosis to accept any Entry after the expiry of a Submission Period
5. An Entry must be submitted by completing the necessary steps and providing the requested information as set out and contained at the [Competition Site](#).
6. An Entry is not completed until all of the information and relevant steps as contained in the Competition Site have been properly submitted and the Terms have been affirmatively accepted.
7. Each Submission must comply with the following technical requirements in addition to complying with any and all other the criteria as may be contained and required on the Competition Site all of which, together, form the submission requirements for an Entry:-
 - i. The dApp must integrate and run on the Gnosis Platform
 - ii. The dApp must not run on the mainnet, however, it must run on a ethereum testnet (Kovan, Rinkeby) at the time of Entry
 - iii. The dApp must be designed for the English language
8. After the submission deadline an entry submitted through the Competition Site it may not be modified or altered until the conclusion of the Competition
9. If a Participants / Participant Teams do not provide the data or information, or any part thereof, required on the Competition Site or by these Terms, Gnosis reserves the right to disqualify or refuse the Entry at any time.
10. By submitting an Entry, Participants / Participant Teams warrant and represent that the information provided is accurate and true at the time the Entry is submitted, and that the Participant / Participant Team consents to Gnosis’s use of the dApp and any other materials forming part of the Entry for purposes related to the Competition.
11. By entering, all Participants / Participant Teams understand and agree that all eligible Entries may be posted on the Internet (and other media as designated by Gnosis in its sole discretion) for public view.
12. By Submitting an Entry, Participants / Participant Teams acknowledge and agree that Gnosis may collect, store, share and otherwise use personally identifiable information provided by them during Entry and the Competition,

including, but not limited to names, mailing addresses, phone numbers, and email addresses. All information collected is subject to and will be used in accordance with Gnosis' Privacy Policy

<https://gnosis.pm/resources/default/pdf/PrivacyPolicyGnosisLtd>

F. Judging Criteria

1. At the end of a Submission Period, all eligible Entries, as determined by Gnosis in its sole discretion, will be judged and assessed by a judging panel chosen by Gnosis (“**Judging Panel**”) at its sole discretion.
2. The Judging Panel will assess eligible Entries on the following criteria:
 - i. Use Case/Impact/ Originality – The participants should create prediction market with a certain use case. The dApps should be socially valuable and economically beneficial.
 - ii. Implementation – The dApp should be well written and include a good documentation
 - iii. Design/Creativity – The dApp should have an appealing design matching the use case .
Ease of Use – The dApp should have appealing UI and an intuitive user experience
3. The Judging Panel will select from all eligible Entries up to 5 Entries to proceed to the final stage of adjudication (a “**Finalist Entry**” “**Finalist Entries**”). Participants / Participant Teams will be notified via email (at the address provided at Entry) at the end of the respective evaluation phase as identified below if their Entry is selected as a Finalist Entry.

End of evaluation phase:

- i. R&D/ Science – 31st of August
- ii. Token Diligence – 3rd of September
- iii. Blockchain Project Integration – 14th of September

4. The Judging Panel will determine the winning Entries for each of the three categories of the Competition from the Finalist Entries for each corresponding category on or before the respective pitch day as set out below (“**Winner**” “**Winners**”). The online pitch day will be an internet conference held on the dates identified below for each category of the Competition. Finalist Entries will be provided with details on how to log on and participate at the respective online pitch day via email.

Online pitch days:

- i. R&D/ Science – 20th of August
- ii. Token Diligence – 14th of September
- iii. Blockchain Project Integration – 28th of September

5. Winners will be announced during the respective online pitch day for each of the categories of the Competition following which a public announcement which will be posted on [Our blog](#).
6. The Judging Panel will provide each Winner with its input on improvements to the dApp (“**Judges Input**”) as well as setting milestones for the further implementation of the dApp (“**Judges Milestones**”).
7. All decisions of the Judging Panel are made at the Judging Panel’s sole discretion and the Judging Panel’s decisions are final and binding in all matters relating to Entries and this Competition. Neither the Judging Panel nor Gnosis will be required or obliged to provide any Participant /Participant Team with any explanation or reasons relating to the Judging Panel’s decisions.
8. The Judging Panel shall not be obliged to select a Winner if, in its sole discretion none of the Entries are deemed to have sufficient merit or met expected requirements.

G. Prizes

1. Winners will be eligible to receive a prize of up to \$100,000 worth of GNO Tokens (“**Prize**”) to be paid as follows and upon Winners meeting the following criteria:-
 - i. \$40,000 worth of GNO Tokens upon being announced as Winners;
 - ii. \$30,000 worth of GNO Tokens if Winners are able to implement the Judges Input to the satisfaction of the Judging Panel within three (3) months of being announced as Winners; and
 - iii. \$30,000 worth of GNO Tokens if Winners meet the Judges Milestones to the satisfaction of the Judging Panel within six (6) months of being announced as Winners
2. Only one (1) Prize will be awarded to Winners. Members of a Participant Team will not be entitled to receive a Prize individually
3. Gnosis reserves the right, at its discretion, to substitute the Prize for other cryptographic tokens or fiat currency of equal or greater value.
4. Except where prohibited by law, all and any tax liabilities which may arise as in relation to the Prize are the responsibility of Winners and Gnosis will not be responsible for any tax deductions which may be necessary and shall bear no liability whatsoever in respect of any tax liability .

5. If a Participant Team is selected as a Winner, the Prize will be transferred to the nominated representative and it is the responsibility of the representative to distribute the prize money to team members. Participant Team Gnosis will not become involved, and will have no liability in the event that any problems arise among team members and Gnosis cannot be held responsible in any way in relation to such events.
6. Winners' ability to claim the Prize is subject to verification by Gnosis and Gnosis reserves the right to require further information, including but not limited to KYC and due diligence information and/or proof of compliance with these Terms at Gnosis' sole discretion and to Gnosis' satisfaction.
7. If any email notification is returned as undeliverable or if a Winner does not respond within the required number of days specified by Gnosis in any communication, or if a Winner is found, or suspected to be, in noncompliance with Terms, Gnosis shall have no further obligation to such a Winner and the prize will be forfeited
8. Winners further consent (and agrees to sign any additional documents required by Gnosis to formalize, effect or perfect such consent) to Gnosis' use of his/her name, likeness (photograph), biographical information, and voice in advertising/publicity/trade (including local and/ or national television stations or print publications that may be covering any element of this Competition) worldwide without compensation, notice or approval, and prize winner disclaims any ownership rights to the content of such advertising/publicity/trade material.

H. General Rules & Termination

1. Gnosis reserves the right, in their sole discretion, to cancel, suspend, terminate and/or modify the Competition, or any part of it.
2. If Gnosis determines, in its sole discretion, that a Participant / Participant Team is not in compliance with these Terms, or considers an Entry incomplete or inappropriate in any way, Gnosis may at its sole discretion immediately terminate or suspend or disqualify such Participant / Participant Team from the Competition without prior notice or liability. Upon termination or suspension, any right in respect of the Prize shall immediately cease.
3. Gnosis further reserves the right to exclude, disqualify or forfeit Participants / Participant Teams from the Competition and or from a Prize if:
 - i. the Participants / Participant Teams don't reply to multiple emails or miss any given deadlines;
 - ii. the Prize or prize notification is not deliverable or the delivery of the Prize would constitute a breach of applicable laws to which the Participant / Participant Teams or Gnosis is/are subject to;

- iii. the Participants / Participant Teams are ineligible for any other reason to participate in the Competition ;
- iv. the Participants / Participant Teams are found or suspected to have breached any of the Terms of the Competition or any instruction as may have been given to them by Gnosis.

I. Indemnity

1. Participants / Participant Teams agree to release and to indemnify, defend and hold harmless Gnosis and our parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including reasonable legal fees and court costs) claims or actions of any kind whatsoever arising or resulting from a breach of or arising from any of the warranties in these Terms, your Entry, your participation in the Competition, your breach of these Terms, any misrepresentation made by the in connection with the Competition, any non-compliance with these Terms, claims brought by persons or entities other than the parties to these Terms arising from or related to the Participants / Participant Teams involvement with the Competition, the deployment, operating (whether commercially or otherwise), publishing or use by a Participant / Participant Team of their dApp, and the acceptance, possession, misuse or use of any Prize. Gnosis reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Gnosis in the defence of such matter.

J. Limitation of Liability

1. Gnosis shall not be liable to you for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or damages for business interruption or any like loss) arising out of or in any way related to your Entry or the Competition regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if we have been advised of the possibility of such losses and regardless of whether such losses were foreseeable).
2. Nothing in these Terms shall limit or exclude liability for any matter in respect of which it would be unlawful to limit or exclude liability.

K. Amendment and Interpretation.

1. Gnosis reserves the right to amend or interpret these Terms upon published notice to Participants / Participant Teams on the Competition Site.

Participants / Participant Teams are deemed to have notice of any amendments or interpretations upon their publication on the Competition Site and are deemed to have accepted those amendments or interpretations by virtue of their continuing participation in the Competition. If a Participant / Participant Team does not wish to continue to participate in the Competition under the Terms, as amended or interpreted, the Participant / Participant Team may terminate participation in the Competition by sending written notice to Gnosis at the email address provided in these Terms, which is effective upon receipt by Gnosis

L. Force Majeure

1. Gnosis shall not be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in relation to the Competition or the performance of these Terms, if and to the extent such failure or delay is caused by or results from or is connected to acts beyond our reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist, hacking or cyber threats, attacks or acts, or other civil unrest; (d) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees; or (e) action by any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

M. Miscellaneous

1. If any clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such clause or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that clause or provision, or any other clause or provision of these Terms, which shall remain in full force and effect.
2. The failure of Gnosis to exercise or enforce any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
3. These Terms constitute the entire agreement between the parties in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to that subject matter.

4. You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Gnosis in relation to the subject matter of these Terms at any time before your acceptance of them ("**Pre-Contractual Statements**"), other than those set out in these Terms or the Competition Site. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
5. These Terms of Conditions shall form a binding legal contract between the Participant/ Participant Team and Gnosis.
6. These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Gibraltar Law and the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes and claims).