

1. The Appathon is organized by Liberty Global Services B.V., hereafter “Liberty Global”.
2. The goal of the Appathon is that participators (“Participators”) will create a joint application (the “App”) for the connected TV using the APIs provided by Liberty Global or other open API providers (“APIs”).
3. In order to participate in the Appathon, the Participant must accept the terms and conditions defined below (“Appathon Terms”).
4. Participator can participate individually or with a team (of no more than 4 Participators). The Participators must all be at least 18 years old.
5. The Participators need to provide accurate, current and complete information when participating in the Appathon.
6. For participation using the Metrological SDK the Participator has to accept the SDK terms and conditions on http://www.appathon.tv/pdf/SDK_LICENSE.pdf.
7. The Participant will receive access to data-sets and APIs of Liberty Global. Liberty Global grants the Participant the right to use the data-sets and APIs solely for the use in Apps deployed on the Liberty Global Horizon app platform. The intellectual property rights to the data-sets and the APIs shall vest in Liberty Global. Nothing shall be construed as conferring any license under any Partner’s intellectual property rights, whether by implication or otherwise.
8. The App shall be submitted before Wednesday 14:00 CET September 14, 2016. The winners shall be announced the same day at the award ceremony.
9. All intellectual property rights relating to the App, in so far as not related to the API or dataset and its original content, will vest in the Participant(s).
10. The Participant guarantees that he or she will comply with all applicable laws. By accepting these Terms and Conditions the Participant warrants that he/she is the creator of the App and that it does not infringe any intellectual property rights of a third party and that he/she has obtained all licenses, consents or approvals required to submit the App.
11. In order to be acceptable, the App needs to be new (not existing before the start of the Appathon) in concept and capable of implementation. The App must be working (no presentation only) in order to have the Appathon be able to judge the App.
12. Liberty Global is entitled to disqualify Participants if it considers that the Participant does not act in accordance with these Appathon Terms or if the Participant has otherwise fraudulently access to the Appathon or unfairly influences the course of the Appathon.
13. Liberty Global shall judge the submitted Apps considering concept, user experience design and use of technology. Liberty Global’s decision will be final and not debatable.
14. There is no obligation on Liberty Global to use any App even if it has been selected as the winning App.

15. Liberty Global is not liable for any costs, losses and/or damages resulting from or in connection with (i) participation in the Appathon, (ii) the use of the data-sets and APIs, and (iii) the use of the Website including but not limited to costs, losses and/or damages relating to any technical malfunctions, failures, malware, viruses or delays.

16. These Appathon Terms are governed by Dutch law. All disputes arising in connection with these Appathon Terms shall be resolved by the competent courts of Amsterdam.