

**ETHDenver**  
**BUIDLATHON Contributor Proposal Agreement**

This is the last step of your contributor proposal (“Proposal”) for participation in the 2024 ETHDenver BUIDLathon event (the “Event”). **Once you click the “Submit Proposal” button, you will no longer be able to edit your Proposal.** Before submitting, please take the time to review all aspects of your Proposal and make any necessary last changes.

Please carefully review and agree to this Contributor Proposal Agreement (this “Agreement”), the Terms of Service (the “Terms”) located here [<https://ethden.page.link/terms-of-service>] and the Privacy Policy located here: [<https://ethden.page.link/privacy-policy>].

This Agreement is entered into by and between you and other person listed on your Proposal, including any person authorized to act on your behalf, (individually or collectively, hereinafter referred to as “contributor,” “I,” “me,” or “my”) and ETHDenver, LLC, SporkDAO, LCA, and their affiliates, partners, and licensors, currently and in the future (collectively, “ETHDenver”).

1. **Contributor’s Representations and Warranties.** By and through the submission of my Proposal, I, together with any contributors listed in my Proposal, represent and warrant the following:
  - a. The Proposal contains original ideas and any material included, I am authorized to use and incorporate into my Proposal. I have obtained all necessary rights for use of the materials submitted in the Proposal and am responsible for protecting any third-party intellectual property (“IP”) rights contained therein.
  - b. Neither the Proposal nor the materials contained therein infringe on any third-party rights, including copyright, patent, trademark, trade secret, right of publicity or property, or any other right or otherwise violate any laws.
  - c. My Proposal is not the subject of any actual or threatened litigation or claim.
  - d. My Proposal will not be obscene, offensive, libelous, pornographic, threatening, abusive, or otherwise objectionable.
  - e. My Proposal will not contain any content that is illegal, would constitute or encourage a criminal offense, or would otherwise give rise to liability or violate any law.
  - f. There are no contractual or other obligations (including obligations associated with my or any other contributor’s employment) that would prevent me from claiming intellectual property ownership rights in materials or inventions created by me and

incorporated into my Proposal.

- g. I hereby give ETHDenver the right to make the materials submitted and incorporated in the Proposal publicly available, and that such materials are submitted on a non-confidential basis. ETHDenver shall have no obligation to not disclose or otherwise treat my Proposal or the materials incorporated therein as confidential.
- h. I acknowledge that ETHDenver may be developing software, techniques, ideas, products or services that may be similar to my Proposal or other materials created or shared by me in connection with the Event. Further, my participation in the Event, and my sharing with ETHDenver of my Proposal or other software, techniques, works of authorship, concepts, ideas or other materials ("Shared Materials"), shall not create any express or implied agreement or obligation that would in any way limit or preclude ETHDenver from developing, having developed, creating, acquiring, using, licensing, distributing or otherwise exploiting products, content or services (provided they do not violate your intellectual property rights) that are similar or identical to those Shared Materials, or otherwise place ETHDenver in any different position from any other member of the public with respect to those Shared Materials.
- i. I will be the primary point of contact for this Proposal and will immediately notify ETHDenver should the primary point of contact change.
- j. Any contributor listed in the Proposal will be considered a part of the Proposal and each such person has consented to the terms contained in this Agreement. I am providing accurate contact information for each contributor involved in the Proposal, and each contributor is aware and has consented to by providing ETHDenver with that contributor's personal information.
- k. If my Proposal is accepted, I will need to confirm acceptance in a timely manner and adhere to all posted deadlines and communication or my Proposal may be excluded for consideration.
- l. The format and track of my Proposal may need to be changed by ETHDenver in order to be accepted as part of the Event.
- m. ETHDenver will have final say in all issues related to late-submissions, cancellations and programming. Entering this Proposal does not guarantee my selection to contribute to ETHDenver or participate in the Event.
- n. I consent to ETHDenver collecting, processing and using personal information supplied in this Proposal order to review this application and communicate with contributors added

to this proposal, in accordance with ETHDenver's [Privacy Policy](#).

- o. ETHDenver may use, publish, distribute, reproduce and publicly perform content embodying my (and any contributors listed on my Proposal) name, voice, likeness, image, biographical information, statements, and other identifying materials, in recordings captured during my participation in ETHDenver in connection with ETHDenver products or services in any medium. I agree that there will be no financial or monetary compensation to me for use of my (or their) likeness in materials, ETHDenver shall have the right to edit, rearrange, vary, change, altern, modify, delete my likeness in material without changing the substance or meaning, no promotions or material incorporating my likeness need be submitted to me (or them) for any further approval and ETHDenver shall be the exclusive owner of all right title and interest, including copyright, in such material.
- p. *I understand that once I have submitted my idea submission through my Proposal, it is final and can no longer be edited or modified.*
2. **Limitation of Liability:** IN NO EVENT SHALL ETHDENVER, ITS RESPECTIVE AFFILIATES, PARTNERS, LICENSORS AND SERVICE PROVIDERS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (“RELEASEES”), BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL (HOWEVER ARISING, INCLUDING NEGLIGENCE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU HAVE A DISPUTE WITH ANY PARTICIPANT OR ANY OTHER THIRD PARTY, YOU RELEASE THE RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU AGREE THAT ANY CLAIMS AGAINST THE RELEASEES ARISING OUT OF OR RELATED TO THIS PROPOSAL MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.
3. **Release and Indemnification:** By entering your Proposal and participating in the Event, you agree, on behalf of yourself and your heirs, executors and administrators, (a) to release and hold harmless the Releasees from any claims, liability, damage, litigation, illness, injury or death that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Event, any Proposal you submit, your acceptance, possession, use, or misuse of any prizes, or any portion thereof (including any travel related thereto), your violation of any law, rule or regulation, and/or your violation of the rights of any third party; (b) to indemnify the Releasees from any and all liability resulting or arising from your participation in the Event and acknowledge that the Releasees have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prizes or otherwise; and (c) to be bound by this Agreement, the [Terms of Service](#) and [Privacy](#)

[Policy](#), and to waive any right to claim any ambiguity or error therein or in the Event itself, and to be bound by all decisions of ETHDenver, which are binding and final. Failure to comply with these conditions may result in disqualification from the Event at the sole discretion of ETHDenver.

4. **Not an Offer or Contract of Employment.** Under no circumstances shall your participation in the Event, any offer of prizes, or anything in this Agreement be construed as an offer or contract of employment with ETHDenver. You acknowledge that you are participating in the Event voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency, partnership, joint venture or other relationship or implied-in-fact contract now exists between you and ETHDenver and that no such relationship is established by your participation in the Event.
5. **Additional Terms.**
  - a. The Event is subject to all applicable federal, state and local laws.
  - b. ETHDenver reserves the right to permanently disqualify from the Event any person it believes has intentionally violated this Agreement or the Terms. ETHDenver may prohibit any person from participating in the Event, if such person shows a disregard for this Agreement or the Terms; acts with an intent to annoy, abuse, threaten, or harass any other entrant or any agents or representatives of ETHDenver (or any associated affiliates, partners, licensors, or service providers for ETHDenver); or behaves in any other disruptive manner (as determined by ETHDenver in its sole discretion).
  - c. Any attempt to deliberately damage the Event or the operation thereof is unlawful and subject to legal action by ETHDenver, which may seek damages to the fullest extent permitted by law.
  - d. The failure of ETHDenver to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, pandemic, epidemic, terrorism, act of public enemies, actions of governmental authorities outside of the control of ETHDenver (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Agreement.
  - e. The Releasees assume no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Event. The Releasees are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in this Agreement; for any human or electronic error; or for Proposals that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned.
  - f. ETHDenver reserves the right to cancel, modify, or suspend the Event or any element thereof (including, without limitation, this Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Agreement).

I AGREE ON BEHALF OF MYSELF AND ALL CONTRIBUTORS LISTED IN MY PROPOSAL, TO THE i) ABOVE AGREEMENT, ii) THE [TERMS OF SERVICE](#); AND, iii) [PRIVACY POLICY](#).