

“Coding challenge”

Terms & Conditions

1. PROMOTER

The promoter of the initiative is *Codemotion srl*, with registered office in Rome, via Marsala 19/H, taxpayer identification number and V.A.T. number 12392791005 (the “**Promoter**”).

2. TYPE OF INITIATIVE AND OBJECTIVES

“*Fullstack Remote Developer*” (hereinafter the “**Tech Assessment**”) is the initiative promoted by Start Hub Consulting S.p.a. that consists of one tests to be carried out online, aiming to reward the skills and merit of the best operating minds, whether at a professional level or at an amateur level, in the field of computer programming.

The Tech Assessment is carried out for recruiting purposes.

3. RECIPIENTS AND PARTICIPATION REQUIREMENTS

Participation in the Tech Assessment is free of charge and is addressed to all individuals who, at the registration date, are at least 18 (eighteen) years of age (hereinafter the “**Participants**” or individually the “**Participant**”).

The ability to program codes at a professional or amateur level is required to take part in the Tech Assessment.

4. REGISTRATION

The Tech Assessment is open from 12/10/2020 to 14/12/2020 with possibility of extension. (Closing date is subject to modification that will be shared on the website <http://fullstackagencycodingchallenge.it/>)

Participants can participate in the Tech Assessment through the link:

<http://fullstackagencycodingchallenge.it/>

(hereinafter the “Website”).

The Tech Assessment will be held on the website www.hackerrank.com (hereinafter referred to as "**HackerRank**").

In order to carry out the Tech Assessment, Participants are required to register with HackerRank and accept these Terms & Conditions.

By registering, participants consent on Codemotion to share their personal data with Start Hub Consulting S.p.a. and its partners for purposes directly related to the Tech Assessment and therefore *recruiting purposes*.

For any further technical requirements, Codemotion will reserve the right to change the dates of the Tech Assessment, as well as to cancel it, giving notice of it to the Participants.

The participation to the Tech Assessment is individual, free and requires the registration. Indeed, each Participant should fill out the online form with the information required.

Each Participant shall ensure that the personal data given when registering are true and correct.

The Promoter reserves the right to exclude from the Tech Assessment, at any stage, all subjects who have entered during the registration phase or subsequently communicated, personal information that is not true or previous participation.

5. CONDUCT OF THE COMPETITION

Each Participant may only perform the Tech Assessment once. Each Participant has to solve the problems within 60 minutes.

Duplicate accounts can be created to this competition for the sake of learning. Only the 1st real try at the Tech Assessment will count.

Plagiarism is banned immediately.

6. EVALUATION

The Participants' work will be automatically evaluated by HackerRank, which will assign a score to each Participant based on the number of tests that the code they produced successfully passes. The detailed mechanics of the scoring system can be found on <https://support.hackerrank.com/hc/en-us/articles/115006676188-Scoring-a-coding-question>. In case of a tie among multiple Participants, preference will be given to the Participant who submitted his/her solution in the shortest time.

7. SCIENTIFIC WORK PRODUCED (IT CODES)

Each Participant expressly declares that each string of code written as part of the Tech Assessment is original and does not in any way infringe, in whole or in part, upon the intellectual property rights of third parties: for such

purpose, each Participant undertakes to hold the Promoter harmless from any and all liability, loss, claim for damages, and/or compensation as may be brought by third parties in such regard.

Each Participant maintains the right to the authorship of the intellectual property work concerning the IT codes developed as part of the Tech Assessment.

The Promoter will assume no liability in case of use and/or abuse of the IT codes produced by the Participants or of any exploitation of the same by anyone who may have become aware of such codes.

Therefore, the Participants hereby waive any claims for damages and/or indemnification against the Promoter in any capacity, for any reason and/ or cause.

9. REQUIREMENTS, WARRANTIES, AND LIABILITIES

Registration with and participation in the Tech Assessment implies the Participants' adherence to, and complete acceptance of these Terms & Conditions without reservations.

Any Participants who may, according to the unquestionable judgment of the Promoter, have taken part herein in violation of the provisions of these Terms & Conditions.

Each Participant will be solely liable for his/her own programming activity. Therefore, no liabilities will be attributable, by third parties, to the Promoter, in relation to such activity. The Participant commits itself to keep the Promoter undamaged from any injury, prejudice, loss, cost, spending (legal expenses), penalty in which he

would incur due to the demand or action of third parts that will lead himself to breach these Terms & Conditions or due to his negligent and made deliberately behaviour.

The Promoter will assume no responsibility for problems of access, impediments, malfunctions or difficulties concerning technical tools, telephone line, cables, electronics, software and hardware, transmission and connection, an Internet connection that may prevent a Participant from accessing the site and therefore participating.

The Promoter will not be held responsible for failure to receive, or incomplete receipt of, the registration, for any whatsoever reason.

The Promoter will assume no responsibility for cases of non-delivery of e-mails not attributable to the same, including, but not limited to, cases in which the address stated during registration is incorrect, incomplete or deactivated.

11. PRIVACY

Since the registration, the personal data given from the Participants and collected by Codemotion will be processed with the EU Regulation 2016/679 and the Personal Data Protection Code (Decree n. 196/2003), as well as in accordance with the provisions contained in the Privacy Policy.

The Personal Data given by the Participants could be communicated to third parties for the purposes described in the Policy.

The Privacy Policy is available at this URL: [PRIVACY POLICY](#).

12. VALIDITY OF THE TERMS & CONDITIONS

These Terms & Conditions will be valid with immediate effect and all the instructions contained herein, except for clauses with retrospective effectiveness, will be considered effective for the entire duration set out herein and for each Tech Assessment stage.

These Terms & Conditions are available on the Tech Assessment Website and may be changed by the Promoter at any time. In the event of a conflict between the Regulation and any subsequent amendments, the latter will prevail. The amended Terms & Conditions will come into force once it has been published on the Tech Assessment. It is understood that each Participant has accepted the amendments solely for the fact of their participation in the

Tech Assessment, without prejudice to the possibility to delete the subscription if there are changes that are not shared by the Participant, by sending an email to the following address: info@codemotion.it.

13. EXCLUSION FROM THE SCOPE OF PRIZE EVENTS

The Tech Assessment is a competition outside the scope of the rules governing prize events, pursuant to and in accordance with Article 6, paragraph 1, sub-paragraph a), of Presidential Decree No. 430/2001, since it should be deemed as an initiative that does not require any prior

purchase or payment by Participants and is aimed at rewarding, as payment for performance of work and/or recognition of personal merit, the skills and abilities of the Participants in programming of computer codes (to be understood as scientific work), of which the Promoter will retain the exclusive use.

14. JURISDICTION AND DISPUTE RESOLUTION

These Terms & Conditions and the entire Tech Assessment are subject to Italian law.

All disputes that may arise in relation to the Terms & Conditions, including those concerning its validity, effectiveness, interpretation, execution, and termination, will be under the exclusive jurisdiction of the Court of Rome.

If a provision of these Terms & Conditions is not valid in accordance with law rules and regulations of a particular country, the provision will be applied within the permitted limits.

15. COMMUNICATIONS

Any complaints, communications, or requests for information must be sent by e-mail to the following address info@codemotion.it.