

BY VISITING/USING THE WEBSITE OF ARCELIK A.S (“BEKO”) AT <https://hackthenormal.com/> (“PLATFORM”) (As a PARTICIPANT, MENTOR, PARTNER and together under the definition of “USER”) YOU SHALL BE CONSIDERED THAT YOU EXPRESSLY DECLARE AND UNDERTAKE THAT YOU HAVE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS AND UNDERSTAND THEIR CONTENT, THAT YOU ACCEPT AND APPROVE THEM UNCONDITIONALLY, AND THAT YOU WILL NOT MAKE ANY PLEA. UPDATES SHALL BE MADE BY BEKO OFFICIALS AND PUBLISHED ON THE PLATFORM.

DEFINITIONS:

Terms of Use Agreement

Host: It refers to the company, ARCELIK A.S (“BEKO”), the host of the Hack the Normal Project.

Affiliate Company refers to the companies in which “control” directly or indirectly holds more than 50% of equity ownership or voting rights and/or companies that control, are controlled by, or are under joint control of one of the Parties to this Agreement.

Organiser: It refers to the companies, The Next Web B.V and the Financial Times Limited., the organisers of the Hack the Normal Project.

Participant: It refers to individual participants and/or teams that create a membership on the platform and upload the relevant application file to BEKO’s discretion. Namely, on behalf of the participants involved in the project as a team, the team leader refers to the real person.

Partner: It refers to the institutions and organizations that create a membership in the Platform and upload the relevant application file to BEKO’s discretion. It supports the dissemination and improvement of the experience of the event in various ways before and during the event. It includes the institution itself and the individual participant from the institution.

Mentor: It refers to individual mentors who create a membership in the platform and upload the relevant application file to BEKO’s discretion. He/she gets into contact with the members of the team during the event and offers voluntary mentoring. User refers to all users consisting of participants, partners, and mentors.

Platform: It refers the platform bringing together participants, mentors and partners on the website called hackthenormal.com.

Event: It is an open innovation event to be held between April 1-3. Participants shall be selected based on the applications and supported by various trainings, and the winning teams shall be rewarded.

Application: It refers to the relevant content and materials shared on the Platform of the Participant to BEKO's discretion.

Content of Application: It refers to the outputs, born and/or registered and/or applied for, that are subject to intellectual and industrial property rights, except in exceptional cases.

Award: It refers to the [incentive payment amounts](#) determined by BEKO.

1. Purpose and Implementation

1.1 BEKO provides Users with access to the Platform within the framework of the Terms of Use.

1.2 The Platform provides individuals and institutions with the opportunity to develop new solutions by presenting their ideas and/or contributions, and, upon written acceptance of BEKO, to reward and/or establish business partnerships in different models.

1.3 Any contract, undertaking, etc., to which the Users are subject, whether individually or with third parties, shall not prejudice the implementation of the terms and conditions of these Terms of Use.

1.5 BEKO and its subsidiaries, other third parties whose subcontractors have been granted permission by BEKO, and third parties acting as subcontractors shall have the right to submit all kinds of intellectual and industrial property outputs and ideas to which these Terms of Use apply, to BEKO and its subsidiaries.

1.6 Upon the written approval of BEKO, the conditions of the business relationship to be established with the Participant shall be defined by a separate contract.

2. Application eligibility

2.1 If any person accepts this Agreement as the representative of an organization such as the company he/she works for, he/she shall reassure BEKO of the fact that he/she is authorized to represent and bind such organization. In the event that any of the person and persons authorized to represent and bind of the Participant change, the newly appointed person and persons authorized to represent and bind shall take over all the responsibilities and obligations of the predecessor and predecessors specified in this Agreement.

2.2 The following are excluded from participation:

- a) Practices that violate BEKO ethical values.
- b) Companies or institutions that violate these Terms of Use.

2.3. The following Participants may participate in the accelerator program if accepted, but are not eligible for monetary prize:

a) Employees of BEKO and its subsidiaries as affiliates of BEKO Group.

b) Employees of the Financial Times Ltd. and its subsidiaries as affiliates of the Financial Times.

c) Employees of the The Next Web B.V. and its subsidiaries as affiliates of the The Next Web B.V.

3. Implementation and Notifications

3.1 Access to the BEKO Platform shall be free of charge.

3.2 The User shall be responsible for any (i) ID information, (ii) contact information, (iii) photograph or (iv) Content of User placed on, transmitted, or sent on and through the Platform. It shall be acknowledged that the ID and contact information given for registration is up-to-date, correct, and reliable. In cases where the content is against the law, ARCELIK shall exercise the right to immediately remove the said Content of Application from the Platform. In such a case, such Users may not claim any right or claim from ARCELIK, and the right of recourse and compensation to such Users due to any damages incurred by ARCELIK resulting from illegal sharing and content is reserved.

3.3 The Participant shall submit BEKO his/her solutions for the individual category with his/her Application. The Application in no way shall mean that BEKO has given approval and/or a commitment for the relevant content. BEKO shall have the right to submit the relevant application to BEKO subsidiaries it seems required and/or relevant.

However, BEKO shall reserve the right to accept the Application to hold meetings between the Participant and BEKO or BEKO subsidiaries to evaluate the benefits of an innovative idea and to initiate discussions on an innovation initiative at BEKO's sole discretion. BEKO shall also reserve the right not to follow up on applications, but to re-evaluate the Platform to look for matching projects later.

3.4 All notifications shall be sent to the e-mail address provided by the Participant or electronically via "SLACK".

4. Rights and intellectual property rights for platform sharing

4.1. The Participant shall undertake that he/she has all the necessary rights and authority to transfer all intellectual property rights on the Application to BEKO, if necessary. He/She shall also undertake to conclude written contracts for this Project to carry out the transfers if the participant applies for "Beko Special Prize" and if BEKO chooses this Project for the "Beko Special Prize". The incentive fee for this Project shall be paid after the written agreements are signed with the Participants.

4.2. Regardless of the Applications of the Participant and the materials of all Users, the rights of use of all intellectual and industrial property rights available on the Platform shall belong exclusively to BEKO.

Except for the rights belonging to the Users before the launch of the Platform, and unless otherwise stated, the intellectual and industrial property/copyrights or usage license rights of the logo, brand, name, domain name, and other elements on the Platform shall solely and exclusively belong to BEKO.

4.3. Unless specifically stated, the terms written here shall not give Users the right to use any kind of BEKO's IP rights or put them at their disposal, and may not be interpreted as giving such permission or license.

4.4. In order to allow them to make use of the BEKO Platform, the Users shall be granted a non-exclusive, non-transferable, changeable right to use the software/interface of the Platform website, limited to use it in accordance with the Terms and Conditions. All intellectual and industrial property rights other than the specified use shall belong exclusively to BEKO. The permission granted to the User shall not include any other financial rights or licenses, private or general.

4.5. the Platform, partly or as a whole may not be copied by any means (such as printing out, saving to disk, placing on another website, downloading in any other way), reproduced, distributed (including the distribution of its copies), published, loaned or its content may not be altered or destroyed or taken as an example for reproduction or creation.

4.6. Name, logo, brand and other material belonging to third parties and/or Users on the Platform and intellectual property rights of the content shall belong to the content providers/right holders. Unless specifically authorized by the content providers/owners, any part of them may not be, in whole or in part, copied by any means (including printing out, saving to disk, placing on another platform, downloading in any other way), reproduced, distributed (including distribution of its copies), published, processed or destroyed by changing its content.

4.7. All kinds of User content sent, used, created, or transmitted to third parties through the Platform shall be deemed to be no longer confidential for BEKO and its subsidiaries and that the content offered by the Participant is not be illegal, does not include any intellectual and industrial right/copyright/license of any third party as well as it does not constitute a violation in legal, administrative and criminal terms.

4.7. When the User creates and adds any Content that is considered to be confidential or has intellectual and industrial property rights, it shall be deemed that this Content does not contain a "legal defect" and it has the right to publish it by digital transmission. Otherwise, all responsibility shall lie with the User.

4.8. The responsibility for all kinds of the Content of the Participant sent, transmitted, created, displayed by the Participants on/to the Platform or for the Application, and

the transactions and actions related to them (including the responsibility of compensation for damages to be incurred by BEKO and the third parties) shall belong to the Participant.

4.9. Users shall acknowledge and undertake not to collect any data on the Platform or other Participant accounts and to access the database of the Platform.

5. Content of the Application

The following shall be required for the Content of the Application.

- It shall be acknowledged by the Participant that the ideas are not subject to the protection of intellectual property and similar ideas can be known or apparent and the Application is filed with this recognition. The Content of the Application may not be evaluated if they are not elaborated by sufficient technical details. However, it must be acknowledged that the Application does not/will not hinder the work carried out by BEKO in the same or similar fields.

- In such a case, the Participant submitting the Content of the Application assumes all risks associated with securing and asserting his/her rights regarding the Content of the Application.

6. Responsibility

6.1 In case of the unauthorized use of the Platform, any damage to be incurred by BEKO or third parties shall be under the responsibility of the Participant causing this. The Participant shall be obliged to take the necessary measures and notify BEKO as soon as he/she finds out that his/her user name and password are used unauthorized or are attempted to be stolen.

6.2. All responsibility of the transactions made through the Participant's account shall lie with the Participant.

6.3. Users shall assume all responsibility for all transactions regarding any use of the Platform by approving the terms of use. Regardless of its source and/or purpose, the Participant shall have the right to take or not to take an action based on any content on the Platform or any communication and organization to be made through the Platform. The legal consequences of the decision to be made on this shall exclusively lie with Users.

6.4. BEKO shall have the right to terminate the Platform, the access to the Platform and/or the membership of the Users due to any use, including misuse, unlawful or illegal use of the Content and Services provided through the Platform, however, it may not be held responsible for material, moral, legal, financial results, damages or indirect damages such as benefits, income losses.

6.5. Participant may not use the opportunity to upload information on this Platform in any way that disturbs public order and violates public morals, disturbs and harass others, and violates the rights of others for an unlawful purpose. In addition, any transaction that imposes an unreasonable or disproportionate load on the BEKO infrastructure may not be performed. In any case, BEKO may not be held responsible for the content in this aspect.

6.6. On this Platform, websites of third parties that BEKO does not own or control, can be found and they can be linked to, links/information can be provided. BEKO does not have any guarantees or special commitments regarding the content, suitability, security, privacy policies and continuous communication of these accessible websites. BEKO cannot be held responsible for the personal information provided to these websites, the content and services utilized from these websites, and the privacy policies and practices of these websites. Likewise, BEKO cannot be held responsible for the third-party website links or information provided by the Participant.

6.7. Partners and Mentors shall acknowledge, declare and undertake to act in accordance with the relevant policies and procedures of BEKO Global Code of Conduct (please see: <https://www.arcelikglobal.com/en/company/about-us/global-code-of-conduct/>)

7. Confidentiality

7.1. Users shall acknowledge, declare and undertake to know that all kinds of information and documents submitted to him/her by both BEKO and third parties within the scope of this Agreement during its term are confidential; to keep this information and documents confidential for the term of the Agreement and indefinitely in the event that the Agreement is terminated in any way, not to disclose them to third parties and to take the necessary measures to protect them and not to use them other than the purposes of this Agreement. The User is obliged to share the information requested by the judicial or administrative authorities within the framework of the law, in prior consultation with BEKO. Even in this case, reasonable protection shall continue to be provided. Without prejudice to the provision of Article 7.2, BEKO shall also keep the information regarding the User, the Application and the project confidential, and any information of the User and the Content of the Application shall only be shared with a company controlled directly or indirectly by BEKO, controlling BEKO or under joint control with BEKO (“BEKO SUBSIDIARIES”).

7.2. Participant shall acknowledge, declare and undertake that he/she gives his/her consent in advance to the written, oral, visual promotion, press, and publication activities to be carried out by BEKO within the scope of all kinds of promotion and commercialization activities regarding the Content of Application; that he/she will notify BEKO management of the relevant part of the Content of the Application, which contains a trade secret that he/she does not give consent for and which should not be disclosed, in writing within 10 (ten) days from the signing of this Agreement,

together with its reasons; that the decision regarding the sharing as a result of the notification will be finally evaluated by BEKO; that in cases where he/she does not make any written notification, he/she gives his/her consent to the related works to be carried out by BEKO, that he/she keeps BEKO free from any damages that may arise from these promotional activities.

8. Duration and Termination

The term for the Terms of Use Agreement shall begin from the start of the cooperation between the Mentors and Partners and BEKO, and for the Participants from their submission of Application and it shall remain in effect for six months until terminated by BEKO or the User or after the EVENT ends.

9. Settlement of Disputes

The implementation and interpretation of the Terms of Use shall be governed by Turkish Law. Istanbul Çağlayan Courts and Execution Offices shall be exclusively authorized to resolve any disputes or differences arising from the Terms of Use that cannot be resolved by mutual negotiations.