

TERMS & CONDITIONS

This Contest is sponsored by GT-ARC under the umbrella of the BeIntelli project, funded by the German Federal Ministry for Digital Affairs and Transport (BMDV). The funding reference number is 01MM200004.

The aim of these Rules is to set out the terms and conditions governing your participation in the Contest. By registering for this Contest, you fully and unconditionally agree to comply with these Rules. If you do not agree with any of these Rules, do not register for this Contest and do not submit an entry.

1. Term

This Contest begins on July the 13th at 8:00 am CEST and ends November 4th at 11:59 pm CET. The Contest will be accessible 24 hours a day on the dedicated Contest website operated by BeIntelli at <https://be-intelli.com/contest> (“the Contest website”), subject to possible IT maintenance operations and malfunctions. Dates and times in these Rules refer to Germany Time (CEST).

2. Agreeing to the Rules

Any eligible person who is registered on the Contest website and enrolls to participate in the Contest (“Participant” or “You”), is required to review and accept these Rules. By accessing and accepting these Rules, You:

- enter into a valid and enforceable contractual relationship with Sponsor regarding participation in the Contest. The registration and enrolment in the Contest do not set up any subordination relationship between the Sponsor and the Participant, and
- fully and unconditionally agree to comply with these Rules. Participants express their agreement by checking an online box while enrolling for the Contest.

In case of non-respect of these Rules, the Participant will be immediately disqualified from the Contest and no prize will be awarded.

3. Registration and participation in the contest

To take part in the Contest, we must have received your completed registration by September 15th at 11h59.

To register, the Participant must first have registered and truthfully and accurately completed required information, such as full name, email address, etc.

Any registration based on inaccurate, false or incomplete information will result in the Participant's disqualification. Refusing collection, recording and use of their personal data that is strictly necessary to performing the Contest will result in the Participant's disqualification. Participant is solely responsible for the information he/she provides while its registration. Any intentional or unintentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. Sponsor reserves the right to proceed with all necessary verifications regarding the Participant's identity, postal and/or email address.

You must also have accepted the Rules as well as the Terms and Conditions of Use and the Privacy Policy, during the creation of your user account and your registration to the Contest.

Registration for and participation in the Contest is free, with no purchase or payment obligation.

4. Eligibility

This Contest is open and offered solely to:

- **Student.** Any individual aged eighteen (18) years and/or with full legal capacity, who (i) is currently enrolled at a post-secondary institution or (ii) has recently graduated from a post-secondary institution less than 1 year before the current scholar year, with a student card to prove it. If the participant is a minor, you must provide this authorization signed by a parent or guardian in the name of the minor.
- **Startup.** Any company which has received seed and/or pre-seed financing at the time of the application.

All the documents that may confirm the Participant's eligibility will be required prior to awarding any prizes (e.g. identity document, student card etc.).

Members of the BeIntelli consortium are excluded from participating in the Contest.

This Contest is void in countries where it is prohibited or restricted by law.

5. Purpose of the contest and participation

Participation in the Contest may be as individuals or as a team.

- Sponsor may disqualify any Team (and all its members) in the case where any one member has not accepted or violates these Rules.

The goal of the Contest is for Participants to submit contributions (or projects) meeting the requirements determined by the Sponsor in the Contest brief, and that are formalized by deliverables. The brief includes information regarding various deadlines, details of the prizes, Sponsor requirements etc. Requirements are accessible through the Contest website.

6. Deliverables

During the Contest, Participants may upload any documents or other materials (such as texts, presentations, videos, etc.) relating to their project to the Contest website in response and as a solution to the Sponsor's Contest (the "Deliverable").

To be eligible, Deliverables must (i) address the specific issue set out in the Brief, (ii) be in a common digital format, such as, DOC, DOCX, PDF, PPT, PPTX, and (iii) be in English, and in general terms must to comply with these Rules.

If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified.

By submitting a Deliverable, Participants represent and warrant that:

- The Deliverable includes exclusively his/her contributions
- Otherwise, if content from a third party has been used in the development of the Deliverable, all rights, authorizations and agreements necessary to submit the Deliverable and grant the rights mentioned herein have been obtained. The existence of uncredited third-party contributions in the Deliverable will result in the disqualification of the Deliverable and the related Participants;
- No other individual and/or entity is entitled to claim any rights from the use of the Deliverable; and
- The content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, or any contractual or extracontractual right. All deliverables suspected of any law(s) and/or any third party's right will be ineligible.

Participants are responsible for and shall bear any costs or expenses associated with preparing and submitting Deliverables. Participants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

7. Contest process

Contest Rounds. The Contest consists of several rounds:

- **Round One.** Deliverables will be accepted from June the 28th at 8:00 am (CEST) to August the 30th at 11h59 pm (CEST). At the end of this Round, up to 30 to 40 winning Deliverables will be selected to proceed to Round Two.
- **Round Two.** Participants are not required to upload a Deliverable on the Contest website. At the end of this Round, up to 10 winning Participants will be selected to proceed to the Final Round.
- **Final Round.** Participants are not required to upload a Deliverable on the Contest website. At the end of this Round, three final winners will be selected

Deliverable. If a Participant does not upload a Deliverable on the Contest website before the deadline, this will be considered as a withdrawal from the Contest. The Participant may not join the Contest, and may not obtain any compensation from the Sponsor.

Selection Criteria. Deliverables will be judged according to the Selection Criteria, described below. You agree and acknowledge that the Contest relies on your creativity, capacity, ability, and ingenuity to solve difficult problems. The Contest does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, membership in a trade union, political opinions or sexual orientation considered.

Notification to Participants. Once selection has been completed, Participants will be notified by email, phone, or by other means, at Sponsor's discretion, of the results of each Round. The Sponsor will be free to alter the dates on which results are released should this become necessary due to the number of projects to be assessed. The ranking decided by the final jury will be announced on the day that presentations are made and will identify the Participants that are finalists.

a. Round One

All Round One Deliverables must be received by Sponsor on or before August the 30th at 11h59 pm (CET+1). Deliverables must meet the specifications set out in Section 6, above, and include:

- *A 6 to 7-slide presentation of their Project produced using the template available for download from the Contest website, in PPT or PDF format.*

While the Round One, voting will proceed as follow:

Criteria based voting

"Criteria based" voting will take place from September the 16st at 8:00 am to September the 23rd at 11h59 pm.

The voters (Sponsor members) (the “Voters”) may evaluate and select the Deliverables based on their content and the following criteria:

- Have an innovative business model, or
- Use a disruptive technology, or
- Create an innovative additional service

And address the following:

- **Problem:** Does the problem really exist? Demonstrate there is a need for the solution
- **Solution-concept:** How well do you articulate your solution? Demonstrate the solution satisfies the market and solves the problem
- **Competitiveness & Innovation:** How innovative is the solution in its use of new or existing technology to solve the problem described in the Brief? Are there other solutions available and if so, how does this differentiate from them?
- **Feasibility & Implementation:** How feasible is the solution to put into practice? Does the solution make sense financially?
- **Sustainability impact:** How do you articulate the potential impact it will have on society and planetary health?

Except as otherwise provided below, the 30 to 40 Participants with the highest score at the end of this vote will win this vote and proceed to the next round.

Any attempt to cheat, use fake profiles, use third-party applications that enable false voting linked to cheating, or engage in duplicate voting of which the Sponsor becomes aware will entitle the Sponsor to disqualify the project that received these votes, and that Project’s Participants will not receive any prize or award. The Sponsor’s decision regarding disqualification is final and its decision may not be contested by Participants involved in the project in question or in any other Participants.

Participants will be informed of the results of Round One by September the 24th.

b. Round Two

Participants will be invited to a virtual Pitch which will take place from October the 5th to October the 7th. Participants will pitch their ideas to the voters (Sponsor members) and receive instant feedback on their pitch.

Round Two Deliverables must meet the specifications set out in Section 6, above, and include:

- *A presentation of the idea based on a Business Model Canvas.*

Criteria based voting

The voters (Sponsor members) (the “Voters”) may evaluate and select the pitches based on their content and the following criteria:

- **Problem:** Does the problem really exist? Demonstrate there is a need for the solution
- **Solution-concept:** How well do you articulate your solution? Demonstrate the solution satisfies the market and solves the problem
- **Competitiveness & Innovation:** How innovative is the solution in its use of new or existing technology to solve the problem described in the Brief? Are there other solutions available and if so, how does this differentiate from them?
- **Feasibility & Implementation:** How feasible is the solution to put into practice? Does the solution make sense financially?
- **Sustainability impact:** How do you articulate the potential impact it will have on society and planetary health?
- **Presentation:** How clearly is the content presented? Is the presentation conducted within the required guidelines?

Except as otherwise provided below, the 10 Participants with the highest score at the end of this vote will win this vote and proceed to the next round.

Any attempt to cheat, use fake profiles, use third-party applications that enable false voting linked to cheating, or engage in duplicate voting of which the Sponsor becomes aware will entitle the Sponsor to disqualify the project that received these votes, and that Project’s Participants will not receive any prize or award. The Sponsor’s decision regarding disqualification is final and its decision may not be contested by Participants involved in the project in question or in any other Participants.

Participants will be informed of the results of Round Two by October 13th.

c. Final Round

Participants who have been selected to participate in the Final Round will be directly notified by the Sponsor. In the event a Participant does not answer after the Sponsor has tried to contact him/her by email and by phone, the Sponsor reserves the right, at its sole discretion, to disqualify this Participant. This disqualification shall not entitle the Participant to claim any kind of compensation from the Sponsor.

The Final Round consists of an oral presentation of the selected projects by the Participants. Participants are not required to upload a Deliverable to the Contest website before the Final Round.

However, Participants must prepare a Deliverable which meets the specifications set out in Section 6 and which include:

- *A document describing their Project and presenting, for example, the problem it tackles, the proposed solution, its impact and its business model.*

This document will be used as a presentation document during the oral presentation given by the Participants involved in the Project.

At the end of the Final Round, the jury will choose the winning projects and will rank the finalists.

8. Prizes

The prizes to be awarded to Contest winners are subject to all of the following. They are awarded to the winners of the Contest and are subject to compliance with the following cumulative conditions:

- The Deliverables comply with Section 6 (“Deliverables”);
- Each Participant of a winning project, complies with Sections 9 and 11;
- It can be proven that the winning Participants fulfill the conditions of eligibility of Section 4.

No prize will be awarded to winners who do not fulfill the above.

Subject to these Terms and Conditions, once confirmed by Sponsor, the winner(s) will receive the following:

Cash Prize

- First Place Prize: 10.000 € cash prize subject to the Terms & Conditions described in Section V (Budget)
- Second Place Prize: 7.000 € cash prize subject to the Terms & Conditions described in Section V (Budget)
- Third Place Prize: 5.000 € cash prize subject to the Terms & Conditions described in Section V (Budget)

This cash prize is subject to the following conditions:

1. The cash prize is non-transferable.
2. The cash will be administered by GT-ARC, the sponsor, and shall be spent exclusively on the further development of the idea.
3. Prize winners must submit valid receipts or proof of expenses to get their costs reimbursed in an amount equal or lower than the remaining corresponding cash prize until the full amount has been spent.

4. Cash prize must be spent until 30.06.2023. After this date there is no possibility to spend the money any longer.

Workspace and network at ZEKI (Center for Tangible AI and Digitalization) in Berlin, Germany

All Contest winners will be granted a workspace at ZEKI for the duration of the BeIntelli project. Additionally, they will be invited to become part of the ZEKI network and participate in selected workshops and events where they can network with like-minded individuals and top-level executives.

1. A workstation at ZEKI will be provided. The workstation / desk will be provided for the duration of BeIntelli and the associated rent costs must remain fixed to 5.000 € for each of the winning ideas.
2. The offered workspace is called „Focus-Space” and allows participants to access work desks, facilities, and digital infrastructure of the space overall to develop their idea further; these spaces and infrastructure is provided by the Center for Tangible AI and Digitalization (ZEKI) at Ernst Reuter Platz 2, 10587 Berlin, Germany.
3. In case the winner of the contest is not able to make use of the provided workstation at ZEKI in Berlin it is not possible to receive the equivalent rent amount paid out in cash. Additionally, the rights to use the space are exclusive to the winning team members and is not transferable to other individuals.

Mentoring

Winning teams or individuals will be assigned a mentor which will support them in their next steps developing their ideas.

Each member of a Participant Team will receive its own prize.

No assignment or transfer of prizes is allowed by a winner. If a potential winner cannot be reached, is unable to accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to such potential winner. Sponsor will not replace any lost or stolen prizes after being awarded to winners. Winners will accept the prize “as it is”. Sponsor disclaims any warranty regarding the Prizes.

In the event a Participant (a winner) cannot be reached, by email or by phone, for more than three (3) months after the first attempt to reach them was made, he/she will be deemed as having waived their right to claim the prize and will not be entitled to any prize or any kind of compensation.

If the prize as initially planned is unavailable, Sponsor will be free to substitute another prize of similar value. Any such decision is at Sponsor's sole discretion.

Any Participant who does not fulfill the conditions of Participation as provided in the Rules during their registration and/or at any time during the Contest will be summarily disqualified from the Contest without prior notice and will not be entitled to any prize. In the event that a prize is awarded to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Contest, Sponsor reserves the right to require the Participant to return the awarded prize.

9. Communication

The Participant acknowledges and consents that Sponsor may, throughout internationally and for the duration of the Contest and for a period of one (1) year following the Final Round using the Contest for publicity, including for Sponsor's advertising or other marketing purposes, (by any means and through any format (website, advertising banners, social networks, newsletter, press release) now known or unknown to date, free of charge or for a consideration.

In particular, you consent the using, by Sponsor, of your name and surname, your city and region of residence, the name of the institution in which you studied or in which you obtained your diplomas and other biographical information, your image, the information regarding the Prize (if you are a winner), the name of your company and its distinctive signs (if you are a Startup) and any other personal data that you submit with your Deliverables as well as the content of your Deliverables relating to the Contest.

As an example, each Participant authorizes the Sponsor using the photographs taken during the Final to disseminate them via any communication medium.

Such use does not entitle the winner to any other payment than the Prize he/she received. The Sponsor agrees to cease using of the aforementioned elements in connection with the Participant at the end of the aforementioned period.

10. Confidentiality

Sponsor has no obligation to keep the information contained in the Deliverables confidential. In general terms, when submitting any Deliverables, the Participants understand, agree and accept that any information contained therein may be publicly disclosed by the Sponsor.

If you are a prize winner, Sponsor may request that you execute a confidentiality/non-disclosure agreement for the purpose of entering into

negotiations regarding the further development of your project, as described in your Deliverable. Such confidentiality/non-disclosure agreement will be directed to your Deliverable and all intellectual property that it may contain.

Furthermore, Participants acknowledge that Sponsor may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the projects. Accordingly, nothing herein shall prohibit Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Deliverable.

The Participants recognize that other Participants, individuals or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any of the projects. Hence, the Participants acknowledge, agree and accept that Sponsor shall have the right to use such same or similar materials, and that the Participants will not be entitled to any compensation arising from Sponsor's use of such materials.

11. Intellectual Property

Definitions. For the purposes of this section,

- "Intellectual Property Rights" refers to any copyright or other rights over a brand, a design or a model, a patent and, more generally, any element, (including trade secrets and know how), that may be protected by national and/or international laws or conventions on intellectual property ("Intellectual Property Rights")
- "Know-How" is a set of non-patented practical information, resulting from experience and tested, that is (i) secret, that is to say that it is not generally known or easily accessible, (ii) substantial, that is, significant and useful for the production of a product or service and conferring a competitive advantage, (iii) identified, that is, described in sufficient detail to verify that it fulfills the conditions of secrecy and substantiality.
- "Previous Rights" refer to any Intellectual Property Rights and/or any associated know-how held by the Participants before the start date of the Contest ("Previous Rights")
- "Creations" refer to any software (including source and object code software), database, technical specifications, text, design, model, information, knowledge, method, process or product, as well as any resulting elements and/or processes likely or otherwise to be protected according to national and/or international laws or conventions on intellectual property developed

by any Participant as a part of any submitted deliverable throughout the Contest (“Creations”).

Warranty of non-infringement. When submitting any Deliverable, at any stage of the Contest, each Participant guarantees to Sponsor that he/she is the co/owner and/or co/holder of the Intellectual Property Rights regarding all or part of the Creations contained in the Deliverables submitted at any stage of the Contest, and that he/she has obtained all rights and permissions regarding all pre-existing Creations and any elements of the Deliverables for which he/she does not hold the relevant rights.

Each Participant guarantees (i) that his/her contribution is original and unprecedented; (ii) that it does not infringe upon the copyright or any Intellectual Property Rights of any third party; (iii) that all the elements of which his/her submissions are formed, as well as all pieces of contributions and information communicated in the submission presentation documents are accurate, reliable and complete; and (iv) that the submission of the relevant Deliverables does not constitute an act of unfair competition of any kind.

It is compulsory for Participants to indicate the source of any pre-existing Creations of whichever nature and on whichever support that are included in any submitted deliverable. Any Deliverable involving several Participants constitutes a collaborative work and it should be treated as such in accordance with the applicable regulation in force.

Liability. Sponsor cannot be held liable for any infringement of the above provisions by Participants. Each Participant shall indemnify Sponsor against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any Creation in the Deliverables (Intellectual Property Rights included).

12. Modification of rules, suspension and cancellation of the contest

Update of the Rules. The Sponsor reserves the right to amend these Rules at any time, including the Contest duration in case of operational imperatives, without prior notice to Participants regarding the enforcement or the validity of these amendments. Participants are encouraged to consult these Rules regularly. Participants expressly waive all claims or disputes related to any amendment to these Rules by the Sponsor.

Should any paragraph of these Rules be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of the law.

Contest Cancellation or Suspension. The Sponsor reserves the right in its discretion, to (i) cancel, terminate, modify or suspend the Contest and these Rules,

for any reason, at any time and without any liability, and (ii) to limit or restrict participation in the Contest. The Sponsor will not be held liable for the modification, cancellation or suspension of the Contest and no compensation or remuneration will be due to the Participants.

13. Limitation of Liability

The Sponsor will in no way be held liable in the event of breakdown or failure, regardless of the cause, of any telecommunications network used that causes Participants difficulty in or prevents Participants from identifying themselves or gaining access to the Contest website.

Participants agree that company, its affiliates and all of their respective officers, directors, employees, contractors, representatives and agents (“released parties”) will have no liability whatsoever for, and will be released and held harmless by participants for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons, including without limitation disability or death. Without limiting the foregoing, everything on the Contest website and in connection with the Contest is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, in which case such limitation or exclusion shall apply only to the extent permitted by the law in the relevant jurisdiction.

Participation in the Contest implies acknowledgement and acceptance of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, the Sponsor will not be held liable in any way for any damage incurred by Participants arising from these characteristics, limits and risks, which Participants accept by registering and taking part in the Contest.

The Sponsor will not in any case be held liable for damages resulting from faults with or delays in the submission of deliverables by Participants, including refusal to accept these deliverables as a consequence of their submission outside the deadlines set out in the Rules, from faults with or delays to the sending of any emails by the Participant sent as part of the Contest, or from any alterations made to the deliverables independently of the Sponsor.

The Sponsor will not in any case be held liable for damages resulting from services provided by a third-party relating to the prizes.

The Sponsor will not be held liable for the consequences of a Participant's disqualification from the Contest as a result of their violation of these Rules.

14. Personal data protection

Participation in the Contest requires the communication of the Participant's personal data ("Personal Data").

Participant's personal data is subject to processing within the meaning of the regulations on the protection of personal data (The EU 2016/679 General Data Protection Regulation and the Council of 27 April 2016, known as GDPR) for which the Sponsor defines the purposes and means and is, as such, "Data controller" within the meaning of the GDPR.

The purposes of the processing are:

- To meet the organization of the Contest needs
- To organize the intermediation between the Participant and the Sponsor, to ensure identification, communication and preservation of the exchanges with the Participant

In accordance with the provisions of the GDPR, the Sponsor undertakes to implement organizational and technical security measures in order to protect all Participant's Personal Data. The Sponsor undertakes to allow the exercise of their rights from GDPR.

15. Claims

Any Participant's claims arising from the Contest, should be addressed no later than thirty (30) days following the Contest end date to contest@beintelli.de. All claims must include: (i) the Participant's complete contact details (name, address, email address and phone); (ii) the name of the Contest; and (iii) a clear and detailed explanation for the claim.