

## **Terms & Conditions Hack the Wind 2018**

### **ARTICLE 1 – ORGANIZATION OF THE COMPETITION**

The company BeMyApp, a French company, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) - is organizing on behalf of the companies InnoEnergy and WindEurope (hereafter referred to, collectively, as “Organizer”) a hackathon called “Hack the Wind 2018” (hereafter referred to as “Competition”), sponsored by EDP Renewables and Siemens Gamesa (hereafter referred to as “Challenge Partner”), from September 25<sup>th</sup> 2018 to September 27<sup>th</sup> 2018

### **ARTICLE 2 – OBJECTIVE OF THE COMPETITION**

The aim of the Competition is to develop, in teams and in 48 hours, an innovative solution for the Wind energy sector using datasets provided by the Challenge Partners.

### **ARTICLE 3 – PARTICIPATION PROCESS**

The Competition is free of charge to enter and participate in. The Competition is open to every individual i) who is of the age required by law in their country of residence to enter this Competition, (ii) who holds a bank account in their country of tax residence, iii) who has IT skills, technical skills, design skills, or marketing skills and iv) who has their own computer hardware in working order during all the duration of the Competition (hereafter referred to as “Participant”).

Employees, directors and consultants of InnoEnergy, WindEurope, EDP Renewables, Siemens Gamesa and BeMyApp and/or their affiliates, and members of their families, as well as any third party who has directly or indirectly contributed to the conception, organization or realization of the Competition are ineligible to take part in the Competition.

The registration for the Competition is open from 2-07-2018 until 20-09-2018 at 18:00 pm CET inclusive. All registration applications received after this closing date will be automatically disqualified.

Each registration in the Competition must be made in the name of an individual, and only one registration per person is allowed during the entire duration of the Competition. Entries on behalf of another person and joint submissions are not allowed.

#### **Phase 1: Registration process**

- Date: Between 2-07-2018 and 26-09-2018
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: [hackthewind.bemyapp.com](http://hackthewind.bemyapp.com) . He or she must provide the following information: last name, first name, date of birth, nationality, current address, phone number, email address and their profile for the purpose of the Competition, as suggested on the website. This information is required for completion of their application.
- By submitting an Application each Participant guarantees that the information entered during his/her application to the Competition is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.
- The Organizer reserves the right to (i) require a Participant to provide proof that he/she is eligible to participate in the Competition, and (ii) reject an application at any time if the profile of the Participant does not comply with the Competition standards.
- The Organizer accepts no responsibility for any applications or registrations that are lost or delayed in transit, irrespective of cause.

### **Phase 2.1: “Ideation” Online platform**

- Date: On 28-08-2018
- Object: On the “Ideation” platform, each Participant will exchange with mentors and other Participants their questions and ideas in order to mature the same before commencement of the Competition.

### **Phase 2.2: Beginning of the Competition**

- Date: On 25-09-2018 at 11:00 am CET
- Place: Hamburg Messe
- Object: Participants will meet and form teams of two (2) to six (6) Participants to focus around a single project of prototype (hereafter referred to as “**Teams**”). One Participant cannot be a member of more than one Team.

### **Phase 3: Hackathon**

- Date: From 25-09-2018 at 11:00 am CET until 27-09-2018 at 17:00 pm CET
- Place: Hamburg Messe
- Object: Each Team] will have the same mission: creating an immersive, disruptive and cutting- edge solution for the wind energy sector, using one or more of the provided datasets.

#### **Phase 4: Evaluation and presentation of the prototype**

- Date: On 27-08-2018 at 15:00 pm CET
- Place: Hamburg Messe
- Object: From 15:00 pm CET, a selection of Team will present its prototype to the jury for a duration which will be determined according to the number of developed prototypes and which will not exceed 5 minutes including 3 minutes of demo and 2 minutes of questions/answers with the jury.

#### **Phase 5: Jury's selection and Competition results**

- Date: On 29-11-2017 from 13:00 pm CET
- Place: Hamburg Messe
- Object: Jury's deliberation and announcement of winners and prizes

During Phases 2 to 5 of the Competition, a buffet will be available to Participants at Hamburg Messe for breakfast, lunches and dinners.

#### **ARTICLE 4 – DETERMINATION OF WINNERS**

The winning Team of each challenge will be determined by a jury of 5 to 8 members representing InnoEnergy and WindEurope and the technical and challenge partners. The composition of the jury will be communicated to the Participants at the latest on 27-08-2018.

The winners will be selected among the Participants who actually:

- Satisfy the conditions for participation as set forth in [these terms and conditions]
- Participated in the Hackathon session
- Were present during the submission of their prototype, or – if need be – were

excused by the other members of their Team.

The jury will select the winning Teams based on criteria provided to the participant during the opening of the hackathon.

Jury decisions are final and cannot be challenged.

## **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with €20.000,00 in prizes:

2 prizes to the sum of €5000,- each (divided equally between each member of the winning Team). One for each challenge winner.

2 prizes to the sum of €2000,- each (divided equally between each member of the winning Team). These will be awarded to the teams with the best technical achievements. One for each challenge.

2 prizes to the sum of €2500,- each (divided equally between each member of the winning Team). To be given out in kind in the form of preparation of the developed solutions for incubation.

4 prizes to the sum of €1000,- total. To be given out in kind.

The gained prizes are gross amounts and are neither transferable, exchangeable nor refundable against their cash value. BeMyApp reserves the right, if circumstances so require, to replace the prizes by others of equivalent value, without liability being incurred thereby. The Organizer will make all reasonable efforts to contact each Participant who is a member of a winning team. If any such Participant cannot be contacted or is not available, or has not claimed their prize within [45] days of the date of announcement of the Competition results, the Organizer reserves the right to offer such Participant's share of the relevant prize to the other members of his/her Team. The Organizer accepts no responsibility if a Participant is not able to take up his/her prize.

Support to access an incubation program might be offered to the winning Teams to further develop the prototype. If a support to access an incubation program is offered by InnoEnergy, the terms of this agreement will be settled amongst the teams and the Organizer after the Competition has concluded.

## **ARTICLE 6 – COMPENSATION**

The Participant waives all its claims regarding compensation against the Organizer due to its participation in the Competition (in particular with regards to cost incurred for participation such as the transport, accommodation, etc.) with the exception of meals which will be supplied by the Organizer during all the

duration of the Competition in accordance with Article 3 above.

## **ARTICLE 7 – MODIFICATION OF THE COMPETITION**

The Organizer reserves the right to shorten, extend, modify, cancel or terminate the Competition, or any part of the Competition as a result of (i) a force majeure event, (ii) in order to reflect any change in applicable laws or regulatory requirements, or (iii) to implement minor technical, practical or scheduling adjustments and improvements, in each case without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means (including e-mail and/or publication on the Website (by its choice), and, if the need arises, will communicate to the Participants the new rules applicable and/or the new end date of the Competition, as the case may be. Each Participant may notify by e-mail to the Organizer that s/he refuse the new conditions of the Rules, in which case s/he will be automatically excluded from participating in the Competition, which s/he expressly accepts. If no refusal is notified by a Participant to the Organizer within 72 hours, the new conditions of the Rules will be deemed accepted by such Participant. Save as amended by the foregoing, these terms and conditions shall continue to apply in relation to the modified Competition.

In case of a modification to the rules, cancellation, modification and/or interruption of the Competition, a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

## **ARTICLE 8 – FRAUD AND BREACH OF COMPETITION RULES**

The Organizer may disqualify Participants, or cancel all or part of a Team's participation in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition, and/or there is a breach of these terms and conditions or any other rules notified to Participants in relation to the Competition from time to time. The Organizer reserves, in this case, the right not to award prizes to fraudsters or breaching Participants, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their computing equipment and to the data and to the consequences which can ensue from it on their personal, professional or commercial activity.

## **ARTICLE 9 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

Exploitation rights and the property of prototypes developed during the Competition are reserved to Participants. Also, all the Intellectual Property rights over the ideas and Know-how created by the Participants shall belong to them.

All Participants, as co-authors of its team developed projects and demos within the Competition, shall recognise each team mates the Intellectual and Industrial Property rights derived from the Competition outcomes, if so, as co-authors. According with this, the Participants shall grant in favour of their teammates, who decide to develop and exploit the project resulting from the Hackathon the exclusive exploitation rights for such project, regulating the terms and content by a mutual written agreement.

The Challenge Partner should not develop internally the projects carried out by the Participants, neither should it commercialize, distribute, exploit or utilize them, in part or in whole, to the extent that they are the Participant's IP rights. Unless, the affected Participants agreed to: transfer, assign, licence, usufruct or whichever other burden in relation with the Industrial property rights, by a mutual written agreement where these extremes are exposed.

In order to fulfil the ultimate aim of the Hackathon and of the sponsorship given by the Challenge Partner the Participants, as an essential requirement to be eligible to win any given challenge, shall grant a royalty free, non-exclusive, world-wide license for a period of two years to the Challenge Partner, only for its internal use, of the results of their work on the given challenge for the case they receive any monetary prize. Such license will be transferable to the companies of the same group of the Challenge Partner, but not to third parties. For the avoidance of doubts this licence does not allow any development or commercial exploitation by the Challenge Partner or any company of its group.

This license will not be limited in time for the case of participants willing to be eligible for winning the challenge promoted by Siemens Gamesa.

Subject to the other provisions of the Industrial and Intellectual Property and the Confidentiality clauses contained in this sections of those Terms and Conditions, the Participants shall grant the Challenge Partner reasonable access to all Hackathon Results for the purpose of internal assessment and evaluation of their potential use cases for the Challenge Partner.

The Challenge Partner will have a first refusal right for licensing all the Participant's teams prototypes developed as result of the given challenge. Hence, if any of the Participants team pretends to license its developed

prototype, they shall notify their intention to the Challenge Partners, who will have the preferential chance to obtain an exclusive license of the developed prototypes firstly, at the same price and under the same terms as stated by the Participants team for any third party, but not exceeding the customary and commercially available terms and conditions in the particular market.

KIC will have a first refusal right for the incubation and fundraising of any project arising from the work developed by the participants of the Hackathon, by means of any supporting program that KIC may apply. In accordance with this, InnoEnergy shall be notified by any Participants' team who pretend the incubation or the fundraising upon its project, in order to let InnoEnergy do it firstly. In case KIC decides not to exercise this first refusal right, a second refusal right may be applied by the Challenge Partners for the incubation and the fundraising of the projects.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third parties' elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is taken into account in the assessment for the allocation of a prize.

The prototypes shall not infringe any intellectual property rights or images rights of any Challenge Partner or other third parties. Each Participant warrants to the Organizer that their creation does not infringe in any way any third party rights, and that s/he obtained, where necessary, the authorization of any third party. Each Participant undertakes to immediately notify the Organizer in writing giving full particulars in any claim that a prototype actually or potentially infringes a third party's intellectual property rights comes to its attention.

By joining the Competition, Participants expressly authorize the Organizer and/or the Challenge Partners, for free and without limitation as to time or otherwise, to publish, communicate, exhibit and disclose orally, graphically or in writing through any media whatsoever, projects and prototypes presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

The Participant shall not acquire any full or partial right of any kind in the name and trademark "InnoEnergy" and/or "WindEurope" nor in any names and/or brands associated with InnoEnergy, WindEurope, Envision and/or EDP Renewables used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of InnoEnergy, WindEurope,

Envision and/or EDP Renewables or any of their associated or related companies.

Each Participant undertakes:

(i) to keep all the data provided by or on behalf of the Organizer or the Challenge Partners in connection with the Competition (“Confidential Information”) strictly confidential;

(ii) not to use, exploit or process the Confidential Information for any purpose other than for the sole purpose of the Competition (the “Purpose”), without the prior written authorization of the data provider;

(iii) not to disclose or make available to any third party the Confidential Information, save with the prior written approval of the Organizer or the Challenge Partners (as the case may be);(iv) only make copies of the Confidential Information to the extent strictly necessary for the Purpose. To the extent that any such copies are made, these shall be marked as strictly confidential, clearly identifiable and kept separate from the Participant’s own confidential information and protected against theft or unauthorised copying.

At the written request of the Organizer or any Challenge Partner, the Participant shall (i) destroy or return all documents containing, reflecting or based on any Confidential Information to the data provider; and (ii) erase all Confidential Information from his or her computer and communications systems (including any storage services provided by third parties (to the extent technically and legally practicable).

The confidentiality undertakings set out in this Article shall continue to apply following the Competition without limitation.

## **ARTICLE 10 – IMAGE RIGHTS**

The Participants may be filmed or photographed during the Competition. By joining the Competition, the Participants agree to the use and the distribution of their image and recordings by the Organizer and/or the Challenge Partners, including for promotional materials to be issued after the Competition. The production and distribution of films and photographs of the Competition in any form whatsoever will not lead to any compensation of the Participants.

Participants agree not to bring any claim, suit, demand or proceedings of any kind in respect of defamation or violation of personal or property rights in respect of any such use and/or distribution of photographs or films.

## **ARTICLE 11 – PROTECTION OF PERSONAL DATA**

Each Participant is hereby notified that certain answers in the registration form are mandatory, and that the lack of answering to such mandatory fields will prevent them from participating.

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to award them the prizes in an efficient way and, if the cases arises, to publish the list of the winners.

By entering the Competition, each Participant agrees that any personal information provided by him/her as part of the registration process and/or otherwise in relation to the Competition may be held and used only by the Organizer to administer the Competition, including the transfer of such personal data to the Competition Challenge Partner as may reasonably required in connection with the Competition.

Personal data which a Participant submits in relation to the Competition will be treated in accordance with BeMyApp's Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

In accordance with the abovementioned law, each Participant has the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the following address: 86 rue de Charonne, 75011 Paris, France.

## **ARTICLE 12 – LIMITATION OF LIABILITY**

Save as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

Insofar as is permitted by law, the Organizer, its employees, directors and Challenge Partners of the Competition will not in any circumstances be responsible or liable to compensate any Participant or accept any liability for any costs, expenses, losses or damage (of any nature whatsoever), personal injury or death occurring as a result of such Participant participating in the Competition except where it is caused by the fraud or gross negligence of the Organizer, its directors or employees.

In the event that any provision of these terms and conditions are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

## **ARTICLE 13 – APPLICATION OF THE TERMS AND CONDITIONS**

By submitting an application and/or participating in the Competition, each Participant accepts full acceptance without reservation of these terms and conditions. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced or transfer his/her registration to any third party.

Any claim relating to the Competition will be barred after the period of three (3) months from the deadline for participation stipulated in Article 1.

Any dispute arising in connection with the Competition or any matter under these terms and conditions, and which could not be settled amicably, will be submitted to the exclusive jurisdiction of the English courts.

These terms and conditions are governed by Spanish law.