

## Terms & Conditions - Huawei Big Data Challenge in France 2019

### ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The company BeMyApp, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS), referred to as BeMyApp- is organizing on behalf of the company Huawei Technologies France SAS, a French company with a capital of 3 242 000,00 euros, whose registered office is located 18 quai du Point du Jour, 92100 Boulogne Billancourt company registration number “451 063 739”, referred to as Huawei (hereafter referred to, collectively, as “Organizer”) a Workshop Launch called “Huawei Big Data Challenge 2019”(hereafter referred to as “Competition”) On 13 November 2019.

### ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the competition is to develop, in teams and over a limited amount of time, an innovative algorithm around the following topic: **“Big Data Challenge - measurements of (labeled) software activity”**.

### ARTICLE 3 – PARTICIPATION PROCESS & EVALUATION CRITERIA

The Competition is free and without any purchase obligation. The Competition is open to all individuals (i) who have the age required by law in their country of residence to enter this competition and commit on the related obligations and benefit of the rights granted, (ii) who hold a bank account in their country of tax residence, (iii) who have data sciences skills and (iv) who have their own computer hardware in working order throughout the duration of the Competition and internet connection with subscription from local telecom operator at their own and sole costs and expenses, and under their own and sole responsibility (hereafter referred to as “Participants”).

Employees of Huawei and BeMyApp and/or their affiliates, and members of their families, as well as anyone 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 October 16<sup>th</sup> 2019 until November 12<sup>th</sup> 2019. The hackathon will take place from November 13<sup>th</sup> 2019 at 6:00 pm CET until November 2019 27<sup>th</sup> until 6:00 pm CET.

Each registration in the hackathon is individual, and only one registration per person is allowed during the entire duration of the Competition.

Registrants must provide the following information to BeMyapp: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Competition, as suggested on the website managed by BeMyApp. This information is required for the completion of their application.

Registrants will be provided a link to file in email address to sign up on the server platform managed by Huawei ("Server") to monitor their submissions and the status during the term until Phase 6 completion. Participants shall strive to not use email address with personal information (eg family name or given name). Each Participant shall retain their id., passwords and credentials as confidential.

Each Participants guarantees and represents to the Organizer 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.

Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Competition standards. Participant may submit candidates through the process if any information was incorrect, in particular if did not use accurate id. provided by BeMyApp to register on the Server.

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

- Date: Between October 16th 2019 and November 12<sup>th</sup> 2019
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <http://huawei-data-challenge.bemyapp.com>.

Number of participants per team: 1 minimum and 3 maximum.

### **Phase 2: Opening Ceremony Beginning of the Competition**

- Date: November 13th at 6 pm CET
- Place: 35 Rue du Sentier, 75002 Paris, France
- Object: Participants will meet and form teams of one (1) to three (3). Participants to focus around a single project of developing a prototype (hereafter referred to as "Teams"). A Participant cannot be a part of more than one Team. Teams will have until November 22th to develop their algorithm.

### **Phase 3: Start of work on the projects**

- Date: From November 13th at 6 pm CET until November 27<sup>th</sup> 6 pm CET
- Place: Online
- Object: One mission: Create the best algorithm-solution to predict the future from the past, based on traces (time series) from a dynamical system.

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

- Date: From November 13th at 6 pm CET until November 27<sup>th</sup> 6 pm CET
- Place: Online
- Object: Team will submit their algorithm in order to be reviewed by the jury.

### **Phase 5: Jury's selection and results – Short list**

- Date: From November 22th from 6 pm CET to November 26th at 6 pm CET
- Place: Online
- Object: Jury's deliberation and announcement of the 5 best scores.

### **Phase 6: Jury's selection and Competition results – Final results**

- Date: November 27<sup>th</sup> – Hours to be defined
- Place: In Paris, France

Object: Pitch in front of Huawei's jury in Paris, and final Jury's deliberation for results.  
Evaluation of the prototypes:

Detailed rules will be published at the Server, and participants will accept them when signing up to the challenge at the Server.

## **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with 13,000€ prizes:

**1<sup>st</sup> prize**: the sum of 10,000€ (divided equally between each member of the winning team)

**2<sup>nd</sup> prize**: the sum of 2 000€ (divided equally between each member of the winning team)

**3<sup>rd</sup> prize**: the sum of 1 000€ (divided equally between each member of the winning team)

## **ARTICLE 6 – PRIZE ALLOCATION**

Prizes will be sent by BeMyApp to the winners within a maximum of 12 (twelve) weeks, to the address indicated by the Participant of the winning team.

If the address of a winner is unusable (illegible, incomplete or erroneous), the latter will lose the profit of its prize if do not revert within 4 weeks after Phase 6 completion.

In addition, the Organizer cannot be held liable because of an error of routing of the prize, the loss of the prize during shipment, or inability to contact the winner.

No email will be sent or other communication will be made to Participants who did not win.

## **ARTICLE 7 – COMPENSATION**

Participant waives all of his/her rights, or claims regarding compensation against the Organizer due to his/her participation to the Competition (in particular with regards to costs incurred for participation such as transport, accommodation, access to and use of the internet, or other network, computer,.. etc.) with the exception of drinks and meals which will be supplied by the BeMyApp during the duration of the Workshop Launch.

## **ARTICLE 8 – MODIFICATION, INTERRUPTION AND TERMINATION OF THE COMPETITION**

The Organizer reserves the right to shorten, extend, modify or terminate the Competition, or a part of the Competition, as a result of a force majeure event without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means of its choice (including email and/or publication on the Website), and, if the need arises, will communicate to the Participants the new rules applicable or the new ending date of the Competition, as the case may be. Each Participant may notify the Organizer by e-mail that s/he refuses the new conditions of the Rules, in which case s/he will be excluded from participating, which s/he expressly accepts. If no refusal is communicated to the Organizer within 72 hours, the new conditions of the Rules will be deemed to have been accepted by Participants.

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

## **ARTICLE 9 – FRAUD**

The Organizer may cancel all or part of participations in the Competition if it appears that fraud has occurred in any form whatsoever, in particular computer fraud, during the Competition.

The Organizer reserves, in this case, the right not to award prizes to fraudsters, 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, or to the data, including consequences which may ensue from it on their personal, professional or commercial activity.

## **ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

Exploitation and property rights to prototypes developed during the Competition are reserved to Participants, subject to the rights granted hereunder.

If the Participants wish to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their prototypes for any use including commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Huawei company and the Participants which own the rights thereto.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third-party 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 or misappropriate any intellectual property right, trade secrets, or images right nor personal data right. Each Participant warrants and represents to the Organizer that their creation does not infringe or misappropriate in any way any third-party rights, and that s/he obtained, where necessary, the authorization of any third party.

By joining the Competition, Participants expressly authorize the Organizer, for free, to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Competition for free. 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. In addition, Participants already hereby commits irrevocably, as a condition to participation and submission, to subject irrevocably the access and

use of such prototype codes under BSD – 3 clauses terms, and hereby license the rights to access and use it under such terms.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark of Huawei, and in particular the trademark and logo “Huawei” nor on any names and/or brands associated with Huawei, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Huawei, or any of its associated or related companies, particularly BeMyApp.

#### **ARTICLE 11 – IMAGE RIGHTS**

The Participants may be filmed or photographed during the event. By joining the Competition, the Participants agree to the use and the distribution of their image by the Organizer, including for promotional events occurring after the Competition. The production and distribution of films and photographs of the event will not lead to any compensation of the Participants. Participants hereby agree and commit to sign any required documents to confirm such authorization, in particular at Phase 2 & 6.

#### **ARTICLE 12 - CONFIDENTIALITY**

The Participant acknowledges the confidentiality of all information and documents which have been shared by Organizer with him/her throughout the Competition.

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorization to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

Password and registration id. are confidential and personal to each Participants who shall in no event share with any third party.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer’s simple request. This confidentiality agreement is valid for 24 months from the start of the Second Phase mentioned in this contract.

#### **ARTICLE 13 – PROTECTION OF PERSONAL DATA**

Organizer respects your privacy and data protection applicable laws, in particular the EU Regulation 2016/679 on the protection of personal data (“GDPR”) and the French law, *loi informatique et libertés*, of 6 January 1978 as amended.

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 prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit on <http://huawei-data-challenge.bemyapp.com> when you participate in the Hackathon will be treated in accordance with Bemyapp Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws acting as sole controller for such data. Should BeMyApp need to transfer and share to Huawei certain data collected from you for the purpose of this Competition, BeMyApp will inform you and require consent accordingly.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the address 86 rue de Charonne, 75011 Paris or by going to [data.bemyapp.com](http://data.bemyapp.com).

In order to submit and monitor the status of your prototype you will need to register and signing up on a server. Huawei may require some specific data for the purpose of registration of such Candidate on the server for such Candidate to access and use this server for such purpose. To the extent applicable, such data will be subject to privacy terms of Huawei available on such server at registration. You can exercise at any time the rights established in articles 15 to 22 of GDPR regarding the personal data that concerns you by contacting the human resources department at Huawei Technologies France S.A.S.U., 18-20 Quai du point du jour, 92100 Boulogne-Billancourt or our Privacy Officer at [pofr@huawei.com](mailto:pofr@huawei.com) or at the following postal address: Privacy Officer, 18 Quai du Point du Jour, 92100, Boulogne-Billancourt.

Participants hereby agree and commit to sign any required documents to confirm such authorizations.

#### **ARTICLE 14 - RESPONSIBILITY**

Organizer reminds Participants about the characteristics and limits of the Internet network and declines any responsibility regarding any consequence that may occur while they are connected to the Internet network on the event websites and during their participation in the Competition.

Organizer shall not be made responsible if Participants cannot connect to the website of the event due to a technical fault or in the event of any problem linked namely and not exclusively to (1) network overload ; (2) an electric or human error (3) any malicious intervention ; (4) an issue related to a phone line ; (5) an issue related to hardware or software ; (6) a hardware or software malfunction ; (7) a case of emergency ; (8) disruptions that may affect the smooth running of the Competition.

It is the Participant's responsibility to select and acquire necessary material (computer, internet access devices) and access to network services at its own costs, expenses and risks to participate in the Competition.

It is the Participant's responsibility to take appropriate measures to protect his/her own data and/or software located on his/her computer equipment, against any violation. The Participant's connection to the event websites and their participation in the Competition is made under their own sole responsibility. Organizer shall not be held responsible for any infection by potential viruses on the Participant's computer equipment, or of the intrusion of a third party on their system.

Organizer shall in no event be held responsible if, for any reason, data related to a Participant's registration doesn't reach the company or is illegible or impossible to process, including if Participant does not use the registration id. provided by BeMyApp to register on the Server.

It is the Participant's sole responsibility to select and purchase at their sole cost and expense the necessary transportation and accommodation to participate to physical events (eg Phase 2 and Phase 6).

Organizer reserves the right to exclude any Participant or person disrupting the Competition's smooth running. They reserve the right to use any recourse, including suing anyone suspected of cheating, falsifying, or disrupting the process described in the Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer to have disrupted the Competition in any of the ways stated above, will be deprived of the right to obtain any prize, and no claim will be accepted.

Participants remain solely and entirely responsible for the damages caused by them or their equipment to goods or people during the competition. They see to covering their risks by their own insurance and renounce any right to resort to the Organizer in that respect.

## **ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS**

This document is accessible on the event website <http://huawei-data-challenge.bemyapp.com> during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of the present regulation. Participation in the Competition is strictly personal and the Participant cannot, under any circumstances, be replaced. To the full extent permitted by applicable laws, any claim relating to the Competition will be barred after a period of three (3) months from the deadline for participation stipulated in Article 1.

The T&Cs and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with French law, without reference to conflict of laws rules. Any dispute arising out of or in relation to the Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, to the full extent permitted by applicable laws, the parties submit to the exclusive jurisdiction of the French courts sitting in Paris, France, to decide and settle any claim, dispute or matters arising out of or in connection with the T&Cs or established by them (whether contractual or non-contractual).