

Official Rules for the ConCarHack

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES.

1) Overview

- a) VDI Wissensforum GmbH, VDI-Platz 1 – 404688 Düsseldorf, is the organizer of this Event (the “Organizer”).

b) The Event will take place on 5 & 6 July at Estrel, Sonnenallee 225 – 12057 Berlin (the “Event”, or the “Hackathon”). In order to participate in the Event you must register at concarhack.bemyapp.com before 18:00 at 4 July.

- c) Hacking will take place on July 5, with finalist judging taking place on July 6 in the morning, and announcement of the winners on July 6. All times in these Official Rules are Central European Time.
- d) In these Official Rules, the terms “we,” “us,” or “our” refer to the Organizer and/or its Hackathon administrator, BeMyApp, and the term “you” refers to you, the entrant, both as an individual and as part of your team.
- e) Certain sponsors other than us may also offer prizes during the Hackathon. We are not responsible for providing those prizes, however, and we do not have any role in the determination of winners. The respective sponsor is solely responsible for any claims with respect to those prizes. If you have any questions about those prizes, please contact the applicable sponsor(s).
- f) Administrator
- The Hackathon is administered on behalf of the Organizer by BeMyApp Corporation, 18 BOULEVARD MICHELET 13008 MARSEILLE.

2) Eligibility

- a) The Hackathon is open to registered participants who are at least 18 years old, or the age of majority in the jurisdiction where they reside, whichever is older.
- b) The following people, however, are not eligible to participate: individuals who (a) are, or at any point since October 1, 2013 have been, employed by the Organizer or any of its direct or indirect wholly or majority owned subsidiaries, BeMyApp Corporation or EventBrite; (b) are the immediate family (spouse, parents, siblings, and children) and household members of any of those employees or former employees in (a) above; (c) are current employees of an entity in which the Organizer has invested and holds an ownership interest; or (d) are current employees of a third-party sponsor of the Hackathon.
- c) If you are an employee of a company, government agency, or an academic institution, you are responsible for ensuring that your participation in the Hackathon complies with

any policies your company, agency, or institution may have regarding participation in contests of this type. We are not responsible for any disputes arising between you and your employer.

3) Idea Presentation and Team Formation

- a) On July 5 at approximately 10:00 AM, BeMyApp will moderate a session at the Event designed to elicit ideas. Detailed instructions and requirements will be provided during the session.
- b) Teams will form with a minimum of one person and a maximum of 5 people around each advancing idea. Each team member must meet the eligibility criteria in these Official Rules. Pick your team members carefully because after this point, you will not be allowed to switch teams, or add or remove team members. We are not responsible for, and will not assist in resolving, any disputes between team members.

4) General Entry Requirements

- a) You must create an app, service or plugin using technology.
- b) All materials related to the Entry must be in English.

5) Compliance with Official Rules

We reserve the right to assess your eligibility and compliance with these Official Rules at any point during the Hackathon. If we require any assistance in order to assess your compliance, you must promptly provide that assistance. If you do not provide the requested assistance in a timely manner, or if we have reason to believe that you are not complying with the Official Rules, you may be disqualified, in our sole discretion.

6) Judging

- a) Starting at approximately 09:00 at 6 July, your team will be given approximately three minutes to publicly demonstrate your App in front of your peers and a panel of at least three judges, which time period includes a public question-and-answer period. In our sole discretion we may choose to extend the length of time permitted for this demonstration for any or all participants.
- b) The judges will evaluate your App based on your demo according to the following Judging Criteria, each of which will be scored on a scale of between 1-5 points per judge, with Entries being ranked by aggregating the points given by all judges.
 - i) innovation;
 - ii) business potential;
 - iii) quality of pitch; and
 - iv) quality of prototype.

- c) In the event of any ties, judges will deliberate to determine the rankings and winners. At approximately 11:00 at July 6 the winning teams will be announced.

7) Prizes

- a) One grand prize will be awarded, as follows: the qualifying team with the highest aggregate judging score will be awarded [1] a booth at the ELIV expo(www.eliv-congress.com) in October 2017, [2] a presentation at the ELIV EXPO
- b) Each participating team will be awarded a place during day 2 of the ConCar Expo to present their concept and existing tech.
- c) If a judge or participant identifies to us a conflict of interest, that judge will be recused from judging the Entry with the conflict. An alternate judge will be identified as a substitution for the judge with the conflict. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Official Rules. Determination of eligibility and compliance is at our sole discretion, and may result in your personal-disqualification and/or the disqualification of your team's Entry, including subsequent disqualification and reclamation of any prizes awarded. Our decisions, those of BeMyApp, and those of the judges are final.
- d) Each member of the winning teams will be required to sign any documents and provide for any information required for tax purposes in order to receive a prize. If you do not sign the required forms or provide the required information, if applicable, within thirty days following our request we may disqualify you from receiving a prize.
- e) Taxes shall be the sole responsibility of each winning team member. We shall have no responsibility for any taxes associated with any prize. Each member of the winning teams may be responsible for paying income or other taxes on the prize.

8) How Your Entry May be Used

- a) You do not transfer ownership of your Entry (or any part of it). However, by submitting an Entry, you grant us an irrevocable, royalty-free, worldwide rights and license to: (a) use, review, assess, test, and otherwise analyze your Entry and all its content in connection with the Hackathon; and (b) feature your Entry and all its content for promotional purposes (including, but not limited to, in advertisements, press releases, presentations, and trade shows) in all media, now known or later developed. You also agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted in the afore-described scope.
- b) You acknowledge that we, other entrants or others may have developed or commissioned materials similar or identical to your Entry, or may develop something similar in the future, and you waive any claims you may have resulting from any similarities to your Entry.

- c) You understand that we will not restrict work assignments of our representatives who have had access to your Entry. By participating in the Hackathon, you agree that we may use any information in our representatives' unaided memories in the development or deployment of our products or services without liability or compensation to you. You understand that you will not receive any compensation or credit from us for use of your Entry in connection with this Hackathon. This provision does not limit any compensation you may receive through us or third parties as a result of your use or marketing or profiting from the application beyond this Hackathon or as provided in these Official Rules. We are not responsible for any unauthorized use of your Entry by those accessing or viewing your Entry. Nothing in this Section 9 c) shall limit our obligation to take the appropriate safeguards (technical and organizational measures) in order to prevent unauthorized access by third parties to your Entry.
- d) While we reserve the rights set forth above, we are not obligated to use your Entry for any purpose, even if it has been selected as a winning Entry.
- e) If you do not want to grant us these rights to your Entry, please do not enter this Hackathon.
- f) Nothing in these Rules shall be interpreted as granting you permission to use or display any of the Organizer trademarks (including any logo or brand) or rights in any of their technologies or IP.

9) General Terms

- a) By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these Official Rules and other instructions related to the Hackathon, as well as to our decisions regarding the Hackathon, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
- b) We may modify any provision of these Official Rules, at any time, by posting updated rules at concarhack.bemyapp.com. You are responsible for checking this site regularly. Because we will endeavor to provide important notices to you via the e-mail address you have provided at registration, it is important that you regularly check that e-mail address.
- c) Without limiting our rights and remedies, we reserve the right, in our sole discretion, to disqualify any individual or team who: (a) fails to comply with any provision of these Official Rules; (b) cheats or tampers with the operation of the Hackathon, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads us to conclude, in our sole discretion, that public association with you could cause controversy or embarrassment to us or our partners.
- d) In the event that the operation, security, or administration of the Hackathon is in our judgment impaired in any way, we may, in our sole discretion, without limitation: (a) suspend the Hackathon to address the impairment and then resume the Hackathon; (b) award the prize according to the criteria set forth above from among the eligible entries

received up to the time of the impairment, (c) extend any deadlines, (d) take any other reasonable action as we deem necessary and appropriate to the circumstances, or (e) end the Hackathon prematurely without awarding prizes.

- e) By entering, you agree to release, defend and hold harmless VDI Wissensforum GmbH, BeMyApp, our respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of your culpable conduct in the course of the participation in the Hackathon, including, but not limited to: (a) your unauthorized human intervention in the Hackathon; (b) any claim or allegation that your participation in this Hackathon, or your Entry, was in violation of these Official Rules, or that your Entry infringes any copyright, trademark, or any other intellectual property right; (c) disputes between team members; (d) disputes between team members and their employers; and (e) claims relating to damage to persons or property relating in any way to your participation in the Hackathon.
- f) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, our rights and obligations connection with the Hackathon, shall be governed by, and construed in accordance with, the laws of Germany, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than German.

10) Privacy and Publicity

- a) Personal Data you submit to us when you participate in the Hackathon will be treated in accordance with our Privacy Policy <https://www.vdi-wissensforum.de/en/privacy-policy/> and applicable data protection laws. Your personal data will be collected, processed and used by us, VDI Wissensforum GmbH as the responsible entity (data controller), for the purpose of conducting the Hackathon, which includes transfers to our affiliates and third parties (e.g. sponsors, partners, BeMyApp as administrator) that may also be located outside of the European Economic Area, for the afore-mentioned purpose. By registering and participating in the Hackathon, you indicate your full and unconditional agreement to these transfers. Data collection, processing and use of your personal data will further be carried out to the extent required for the publicity agreement contained in Section 11 b). In addition, when you submit information on a website run by a third party in connection with this Hackathon, your information may be used by that third party in accordance with its privacy policy.
- b) You agree that after the Hackathon, you and/or your Entry may be publicized in advertisements related to the Hackathon. These advertisements may be distributed online and posted on our site or third-party websites. You further agree that you may be filmed or photographed while you are participating in the Hackathon and that we may use your name, likeness, photographs, audio-visual footage, comments, and any other

record of your participation in the Hackathon for promotional purposes at any time and in any media without any compensation to you.

11) Liability

- a) The Organizer will be liable without limitation (a) in the event of willful misconduct or gross negligence, (b) within the scope of a guarantee taken over by the Organizer, (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body or health, (e) according to the German Product Liability Law.
- b) If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this agreement is endangered, or in case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this agreement, the Organizer's liability shall be limited to foreseeable damage typical for the agreement. In all other respects, any liability for damage caused by slight negligence shall be excluded.
- c) The foregoing limitations of liability in Section 12 b) also apply in case of claims for damages of a party against the respective other party's employees, agents or bodies.