

# **General Terms & Conditions**

## **- Huawei European University Challenge 2020 Sweden Edition**

### **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) - is organizing on behalf of the company Huawei Technologies Sweden AB (hereafter referred to as “Huawei”), a Swedish company, whose registered office is located at PO Box 3012 169 03 Solna, Sweden, Org No. 556595-6827 (hereafter referred to, collectively, as “Organizer”) an online competition called “Computer Science for Gaming - Huawei European University Challenge 2020 Sweden Edition” (hereafter referred to as “Competition”) from October 29, 2020 to December 3, 2020.

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

The aim of the competition is to develop, in teams and over a limited amount of time, the best AI algorithm to score the maximum point in a game

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

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, (ii) who hold a bank account in their country of tax residence, (iii) who have IT skills, technical skills, design skills, or marketing 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 September 25, 2020 until November 22 , 2020, 11:59 pm (CET). The Competition will take place from October 29, 2020 until December 3, 2020.

Each registration in the Competition is individual, and only one registration per person is allowed during the entire duration of the Competition. From September 25 to October 29, the registered individual Participants can voluntarily form the teams of three (3) to five (5) Participants to focus around a single project of developing an algorithm (hereafter referred to as “Teams”). A Participant cannot be a part of more than one Team. During this period of time the Organizer will help to coordinate the forming of the Teams. From October 30 to November 22, although the registration for individual Participant is still allowed, the newly registered Participant can only continue to join the Competition in case s/he is able to form a Team by her/himself with other Participants who have newly registered during this period of time as well.

This is an online Competition and you can participate from anywhere.

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

- Date: From September 25, 2020 to November 22, 2020
- Object: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: [huawei-euchallenge.bemyapp.com/sweden](https://huawei-euchallenge.bemyapp.com/sweden). Registrants must provide the following information: 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. This information is required for the completion of their application.

Registrants will be provided a link to the server platform managed by Huawei (“Server”) to monitor their submissions and the status during the term until Phase 6 completion. The Organizer will provide account and password to each team. Each Team shall retain their id., passwords and credentials as confidential.

Each candidate 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 reject an application at any time if the profile of the Participant does not comply with the Competition standards.

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

- Date: On October 29, 2020 at 18:00 (CET)
- Platform website address:  
<https://platform-sweden.huawei-euchallenge.bemyapp.com/#/event>
- Object: On the challenge platform, Participants will attend an Opening Live Conference. They will be introduced to the challenges and the Mentors.

### **Phase 3: Work on the projects**

- Date: From October 29, 2020 until November 29, 2020 at 11:59 pm (CET)
- Platform website address: Will be provided later by the Organizer.

- Object: Teams will have until November 29, 2020 at 11:59 pm (CET) to develop their algorithm, create and submit their project page on the challenge platform and one the Huawei platform. One mission: The aim of the competition is to develop, in teams and over a limited amount of time, an innovative algorithm around the following topic: Bot programming, gaming and AI

#### **Phase 4: Selection of the finalists**

- Date: From November 29, 2020 to December 1, 2020
- Object: The Organiser will review the Participants' project pages and select up to six (6) Teams with the best scores.

#### **Phase 5: Evaluation of the algorithm**

- Date: On December 3, 2020
- Object: Via a web conferencing tool, organisation of the Jury's deliberation

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

- Date: On December 3, 2020
- Platform website address:  
<https://platform-sweden.huawei-euchallenge.bemyapp.com/#/event>
- Object: Announcement of winners and prizes via the platform.

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

The three (3) winning Teams will be determined by a jury of 5 to 8 members representing Huawei and other professionals. The composition of the jury will be communicated to the Participants at the latest on December 3, 2020. The jury will designate the winners on December 3, 2020 near, (time to be defined).

The winners will be selected from among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Competition session
- Have submitted their algorithm on the Huawei dedicated platform before November 29, 2020

The jury will select the winning Teams based on the following criteria:

- 1) An initial selection will be done based on most matches won
- 2) After presentations from the Teams, winners will be appointed based both on performance and technical height of their solutions.

Jury decisions are final and cannot be challenged.

## **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with three (3) prizes;

**1st prize:** 1 Huawei Laptop (1 per team member) and internship opportunity

**2nd prize:** 1 Huawei Smartphone (1 per team member) and internship opportunity

**3rd prize:** 1 Huawei SmartWatch (1 per team member) and internship opportunity

The gained prizes are neither exchangeable nor refundable against their cash value. BeMyApp reserves the right, if circumstances so require, to replace the prizes with others of equivalent value, without liability being incurred thereby.

## **ARTICLE 6 – PRIZE ALLOCATION**

Prizes will be sent by Huawei to the winners within a maximum of four (4) months, to the address indicated by the winners.

If the address of a winner is unusable (illegible, incomplete, or erroneous), the latter will lose the profit of its prize.

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 mail will be sent to Participants who did not win.

## **ARTICLE 7 – COMPENSATION**

The participant waives all of his/her claims regarding compensation against the Organizer due to his/her participation in the Competition.

## **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 email 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 participation 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 algorithm 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 algorithms developed during the Competition by the Participants are reserved for Participants, subject to the rights granted hereunder.

The Participants will receive access to certain proprietary source code, software, APIs, or other copyrighted materials or both, including pictorial, audio, video or audio-visual content or both (“Organizer Materials”) owned by Organizer, and must comply with all license terms associated with such Organizer Materials, including but not limited to the license terms stipulated in the [Terms and conditions of access and use of the Huawei Challenge Server](#).

If the Participants wish to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their algorithms 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

During the Competition, the Participants shall only use elements that are clear of any rights. Any third-party elements included in the algorithm, 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 algorithms shall not infringe any intellectual property right, trade secrets or images right. 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.

By joining the Competition, Participants expressly authorize the Organizer, for free, to review, publish, communicate, exhibit, and disclose orally, graphically or in writing, projects and algorithm 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.

Under this regulation, the Participant shall not acquire any full or partial right of any kind on the name and trademark "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.

## **ARTICLE 11 – IMAGE RIGHTS**

Participants may be recorded 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,

## **ARTICLE 12 - CONFIDENTIALITY**

The Participant acknowledges the confidentiality of all information and documents which have been shared 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.

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**

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 when you participate in the Competition will be treated in accordance with the BeMyApp Privacy Policy <http://privacy.bemyapp.com/>, and the [Huawei Privacy Policy](#), as well as the applicable data protection laws.

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).

### **ARTICLE 14 - RESPONSIBILITY**

Organizer reminds Participants about the characteristics, limitations and risks of the Internet network and accepts no responsibility for any consequences that may occur while they are connected to 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 not 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.

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 General Terms and Conditions, or suspected of trying to accomplish such actions. Any Participant deemed by the Organizer or by BeMyApp 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 consequently.

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

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

This document is accessible on the event website [huawei-euchallenge.bemyapp.com/sweden](http://huawei-euchallenge.bemyapp.com/sweden) 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. Any claim relating to the Competition will be barred after the period of 6 (six) 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 Swedish law, without reference to conflict of laws. Any dispute arising out of or in relation to the General Terms and Conditions shall be brought to an amicable settlement.

In case of failure to reach an amicable settlement, any dispute, controversy or claim arising out of or relating to this Challenge, or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.