

# **Terms & Conditions - Huawei European University Challenge UK 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) (“BeMyApp”) is organizing on behalf of Huawei Technologies Research & Development (UK) Limited, an English company, whose registered office is located at 302 Cambridge Science Park, Cambridge CB4 0WG (“Huawei UK”) (hereafter referred to, collectively, as “Organizer”) an online hackathon called “Huawei European University Challenge UK Edition” (hereafter referred to as the “Competition”) from October 1, 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 algorithms, for 2 separated tasks, to score the maximum points.

## **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 and internet in working order at their own cost throughout the duration of the Competition (hereafter referred to as “Participants”).

Employees of Huawei UK 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 5, 2020 until November 9, 2020, 11:59 pm (CET). The hackathon will take place from October 19, 2020 until December 3, 2020.

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

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

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

- Date: From October 5, 2020 to November 9, 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/UK](https://huawei-euchallenge.bemyapp.com/UK). 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.

Each Participant shall ensure 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 19, 2020 at 01:00 pm (CET)
- Platform website address: <https://platform-uk.huawei-euchallenge.bemyapp.com/>
- Object: Presentation of the tasks on the hackathon platform, creation of the teams, opening of the submission platform (managed by Huawei UK)

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

- Date: From October 19, 2020 until November 30, 2020 at 11:59 pm (CET)
- Platform website address: <https://platform-uk.huawei-euchallenge.bemyapp.com/>
- Object: Participants will form teams of one (1) to three (3) Participants (hereafter referred to as “Teams”) to focus around developing 2 algorithms (the “Project Work”). A Participant cannot be a part of more than one Team. Teams will have until November 30, 2020 at 11:59 pm (CET) to develop their Project Work, create and submit their project page on the Challenge platform and one the Huawei platform. One mission: to develop and implement algorithms to solve 2 tasks  
2 live Q&A sessions will be organized by the Organizer, 1 per task.

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

- Date: From December 1, 2020 to December 1, 2020
- Object: The Organiser will review the Participants’ Project Work and select up to six (6) Teams with the best scores.

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

- Date: From December 2, 2020 to December 8, 2020
- Object: Via a web conferencing tool, organisation of the Jury's deliberation

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

- Date: On Mid December 2020 (Date to be confirmed, 2 weeks from the date of the last submission)
- Platform website address: <https://platform-uk.huawei-euchallenge.bemyapp.com/>
- 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 2, 2020. The jury will designate the winners on two first weeks of December, 2020 near, (date and 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 Hackathon session
- Have submitted their Project Work on the Huawei dedicated platform before November 30, 2020

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

- 1) Judging will be based on running time, the time required for the system to evaluate the algorithm submitted by the participant, however, each task is weighted differently.
- 2) The first task will account for 35% of the total score, and the second task, the remaining 65%. Final scores will be calculated as follows:

$$(100\text{-score task}) \times 0.35 + (100\text{-score task}) \times 0.65$$

Jury decisions are final and cannot be challenged.

## **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with three (3) prizes;

**1st prize:** £5,000.00 (to divide equally between the team members)

**2nd prize:** £3,000.00 (to divide equally between the team members)

**3rd prize:** £2,000.00 (to divide equally between the team members)

The gained prizes are neither exchangeable nor refundable against their cash value. Organizer 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 the Organizer 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**

Each 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 Competition 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 Project Work 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 any Project Work developed by Participants during the Competition are reserved for those Participants, subject only to the rights herein.

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 Huawei UK, and must comply with all license terms associated with such Organizer Materials.

If the Participants wish to assign their rights in Project Work, they shall first offer to the Organizer the option to acquire the rights in their Project Work for any and all commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between Huawei UK and the Participants.

During the Competition, the Participants shall only use elements that are clear of any rights. Any third-party elements included in their Project Work, 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 Participants warrant that Project Work shall not infringe on any intellectual property right or images right. Each Participant warrants to the Organizer that their Project Work 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 publish, communicate, exhibit, and disclose orally, graphically or in writing, any Project Work presented during the Competition. Each Participant agrees that its participation and Project Work may be published by the Organizer (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the Project Work 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 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.

#### **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 these terms and conditions.

#### **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 Hackathon will be treated in accordance with the BeMyApp privacy policy at <http://privacy.bemyapp.com/> and Huawei UK's applicable privacy policy at: <https://drive.google.com/file/d/1DQ0nblOGF2iLLNFD0dPZhi6Fr9vG4n-V/view> . Both BeMyApp and Huawei UK shall protect such data in accordance with all applicable data protection laws.

## **ARTICLE 14 - RESPONSIBILITY**

The 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.

Neither Huawei UK nor BeMyApp shall be liable 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) a 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. BeMyApp 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.

The 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.

BeMyApp and Huawei UK reserve 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 Huawei UK 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 Huawei UK or BeMyApp in that respect.

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

This document is accessible on the event website [huawei-euchallenge.bemyapp.com/UK](http://huawei-euchallenge.bemyapp.com/UK) during the full duration of the Competition.

Participation in the Competition implies full acceptance without reservation of these terms and conditions. Participation in the Competition is strictly personal and each 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 above.

These terms and conditions and any contractual and non-contractual disputes in connection with them shall be governed by, construed and take effect in accordance with English law and the English courts shall have exclusive jurisdiction in any dispute arising from these terms and conditions or in relation to the Competition.