

# TERMS & CONDITIONS REMOTE RHAPSODY

Updated December 10, 2020

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 hub:raum, a German-based company, whose registered office is located Winterfeldtstraße 21, 10781 Berlin, Germany, (hereafter referred to, collectively, as "Organiser") a hackathon called "Remote Rhapsody" (hereafter referred to as "Competition") from November 30, 2020 to December 16, 2020.

This document lays out the terms and conditions (T&Cs) for participation in the Competition.

## ARTICLE 1 - ELIGIBILITY

This Competition is intended for participation only by residents of Member States of the European Union, the United Kingdom and Member States of EFTA (Republic of Iceland, Principality of Liechtenstein, Kingdom of Norway and Swiss Confederation) and shall be conducted according to, and governed exclusively by German law.

This Competition is not open to Participants who are not, at the time of entry, legal residents of the European Union, the United Kingdom and Member States of EFTA (Republic of Iceland, Principality of Liechtenstein, Kingdom of Norway and Swiss Confederation), or who otherwise do not fall within the eligibility requirements outlined in these official Terms and Conditions. Participation in this Competition does not require payment nor a fee. "Remote Rhapsody", (hereafter referred to as the "Competition") is available and open only to legal residents of the Eligible Jurisdictions who at time of entry are:

- a) 18 years of age or older and/or the age of majority in his or her jurisdiction or residence.
- b) Have agreed to participate in the Competition, and agreed to these T&Cs, by providing all required information and registering on [remote-rhapsody.hubraum.com](https://remote-rhapsody.hubraum.com).
- c) Are developers and/or designers with expertise in python, possess knowledge of web applications and have experience in the deployment of any cloud provider and/or knowledge of voice recognition.

Employees, consultants, officers and directors of the Organizer, BeMyApp, and employees, contractors, officers, and directors of other organizing entities, including the Judges (defined in Section 5 below) (collectively referred to herein as the "Competition Entities"), and their immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

It is the Organizer's intention to limit the number of approved teams to 30, however exceptions may be made at the Organizer's discretion based on the quality of applicants. The Organizer reserves the right to select the most suitable candidates based on the profile information provided by each registrant.

## ARTICLE 2 - COMPETITION PHASES

Registration will begin at **15:00** on **November 13, 2020** and will end **November 30, 2020** ("Promotion Period"). All times referenced herein are **German** time.

A day of opening webinars will be held on November 30, 2020. From December 1, 2020 to December 13, 2020 at 12:00 pm noon Part I of the Competition (the Idea Generation & Prototype phase) will take place. At this time, the Organizer will send out the physical devices (max. 1 device per team) to those selected to take part in

the Competition. Late registrations may result in delayed shipment, for which neither the Organiser nor BeMyApp can be held responsible.

By accepting a device from the Organiser, the Participant agrees to be an active contributor for the entire duration of the Competition. The Organiser reserves the right to demand the return of any device provided for the purposes of the Competition, if a Participant or team is not actively participating and/or meeting deadlines and/or providing any/all requested deliverables. The return shipping costs will be the Participants responsibility.

The Competition will conclude with Part II, which includes a 48h Acceleration on December 15, 2020 and December 16, 2020. Only teams that have submitted the following deliverables on time will be permitted to move on to Part II of the Competition:

- a) A completed project page
- b) A pitch presentation
- c) A prototype
- d) A short demo video

The Organiser will announce the winners of the Competition on December 16, 2020.

### **ARTICLE 3 – REGISTRATION PROCESS**

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: [remote-rhapsody.hubraum.com](https://remote-rhapsody.hubraum.com). Registrants must provide the following information: last name, first name, date of birth, address, phone number, email and social media profiles for the purpose of the Competition, as suggested on the website. This information is required for the completion of their application. Participants can work individually or in a team of two (2) people maximum.

Each candidate guarantees that the information provided in their Competition application is complete and accurate. Any false, incorrect or incomplete information will automatically result in the rejection of the application. You may enter as many unique applications as you like. However, duplicate applications are not permitted and will not be accepted. The Organiser reserves the right to disqualify Participants who attempt to submit duplicate applications.

The Organiser reserves the right to reject any application at any time if the Participant profile does not comply with Competition standards.

Competition Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorised human intervention or any technical error; nor unauthorised human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

### **ARTICLE 4 – ENTRY WARRANTY**

By entering this Competition, each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that:

(i) The Entry, in whole and in part (the “Entry” shall include any materials provided in connection with the Entry), does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;

(iii) Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Competition Entities in these Official Rules (and in any written Agreement signed by Participant), and the exercise thereof by the Competition Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iv) The Entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices;

(v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, prevents investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and

(vi) The Entry in whole or in part does not contain information considered by Participant, its employer, or any other third party to be confidential. In order to be eligible for this Competition, the submitted Entry, in whole and in part (and its Participant) must comply with all other terms stated in these Official Rules (which may be amended or varied at any time by the Organiser without notice at the Organiser's sole discretion and will be posted in revised terms and conditions on [remote-rhapsody.hubraum.com](https://remote-rhapsody.hubraum.com)).

## **ARTICLE 5 – SUBMISSION REQUIREMENTS**

Submissions will only be accepted from an eligible individual with full rights to do so, either on his/her own behalf, or on behalf of his or her team/company. Teams/Companies must appoint and authorise an individual representative for contact, potential winner notification and prize acceptance, if applicable. No more than one (1) prize will be awarded per Participant or team/company. By submitting an Entry on behalf of a team/company, the individual representative affirmatively agrees that he or she has been selected and authorised as the team/company representative. They also agree that any prize the Organiser may award to the team/company will be entrusted to the individual representative who is then solely responsible for the disbursement or distribution of the prize.

As between Competition Entities and the Participant, the Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Competition. By entering, each Participant acknowledges and expressly agrees that his/her Entry may be promoted by the Organiser on its website and/or in various media (including via paper, data and digital media) at the Organiser's discretion.

## **ARTICLE 6 – JUDGING/NOTIFICATION/DISQUALIFICATION**

The Organiser or its authorised representatives will judge each eligible Entry submitted, based on the following weighted judging criteria ("Judging Criteria") on a scale from 1-5, where 5 is the highest:

### **Customer Value (50% of total score)**

- Business impact of the solution in the B2B(2C) market
- Relevance concerning the proposed
- How much delight, excitement, empowerment or relief will the customer derive from the solution?
- How 'cool' is the idea/concept?

### **Pragmatic Result (20% of total score)**

- Is there a final working solution demo?
- How dependent on other technologies is the solution?
- How easily can the solution be implemented?

### **Multi-modality (20% of total score)**

- Is it voice-only or a rich sound experience?
- Is it controlling another device asynchronously?

### **Innovativeness (10% of total score)**

- Does it address the problem?
- How well did the Participant understand the issue?
- Is the idea unique?
- Does it appeal to new markets?
- Does it improve upon existing solutions and appeal to saturated markets?

Scores will not be made public by the Organiser at any time. The Entries receiving the highest aggregate scores per category will be the Grand Prize winners. In the case of a tie, the tie will be broken by the highest score in the downloads criteria. If any Participant, whose Entry was selected as a winning Entry for a given Prize, is disqualified for any reason, the Participant with the next highest scoring Entry will be designated as the recipient of that respective prize. Potential winner(s) will be required to provide their first and last name, mailing address, phone number and bank account information to the Organiser within 48 hours of attempted notification. The winner(s) may also be required to provide or complete relevant tax forms or information. Potential winner(s) will be disqualified if;

- a) A potential winner cannot be contacted/does not respond within 48 hours after two;
- b) Attempts to notify potential winner;
- c) A potential winner does not fulfil the eligibility requirements;
- d) A potential winner does not adhere to the Official Rules; and/or
- e) If the prize notification is returned as undeliverable, refused, or declined

By accepting a prize, the winner consents to the publication of his/her name on any of the Organiser's websites and in other publications in all forms of media.

### **ARTICLE 7 - PRIZE ALLOCATION AND TAXES**

Prizes will be sent by BeMyApp 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 Organiser 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.

Winners are responsible for any bank or other fees associated with funds transfer and currency exchange from Euro (€) to local currency. The Organiser reserves the right to substitute a Prize of equal or greater value where

permissible under law. All taxes are the sole responsibility of the winner. Chances of winning depend on the number of eligible entries received and the skill in meeting the Judging Criteria. Prizes will be delivered via funds transfer to the bank account of the winners within four (4) months after the winners provide all required information.

## **ARTICLE 8 - GENERAL**

Participation in this Competition is subject to these T&Cs. Participants agree to abide by and be bound to these T&Cs and the decisions of the Organiser, which are final and binding in all respects, as well as the above referenced Privacy Statement. These T&Cs and the referenced Privacy Statement may be amended or varied at any time during the Promotion Period by the Organiser at the Organiser's sole discretion, and the Organiser will post the revised terms and conditions at [remote-rhapsody.hubraum.com](http://remote-rhapsody.hubraum.com) and email such revised terms and conditions to the email address provided by Participant. A Participant is entitled to withdraw from the Competition in the event he or she does not agree to such revised T&Cs, and the license granted by Participant to Competition Entities in Section 5 will be terminated accordingly.

By continuing to participate, the Participant agrees to the revised T&Cs without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if winner is not eligible or does not comply with these T&Cs, will result in prize forfeiture and an alternate winner may be selected, in accordance with the provisions of Section 6 above. The Organiser reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Organiser's reasonable suspicion, tampers with the Organiser's site, the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.

The Organiser makes no representations or warranties of any kind, express or implied, regarding any prize or your Participation in the promotion.

By entering and/or accepting a prize, Participants and/or winners hereby consent, where lawful, to the use by the Organiser (and its authorised third parties) of Participant's name, company name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Competition.

Participants may be asked to conduct an interview during the challenge. By entering this Competition, participants agree that any video material, recording or answers given during the interview may be used by the Organiser for marketing purposes.

## **ARTICLE 9 - LIMITATIONS OF LIABILITY**

Competition Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Competition or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Competition is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes which the Organiser deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organiser reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by the Organiser, including should unforeseeable events make the Competition impossible or impracticable. Competition Entities shall not be liable to winner or any other person for failure to execute the Competition, or supply a Prize or any

part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Competition Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Competition, Competition/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. This Competition is governed by German law. As a condition of participating in this Competition, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, exclusively before a court located in Germany.

#### **ARTICLE 10 - 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 authorisation to do so, delivered by the Organiser beforehand. This applies to information shared with him/her by the Organiser 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 Organiser's simple request. This confidentiality agreement is valid for 24 months from the start of the Competition.

#### **ARTICLE 11 - IMAGE RIGHTS**

The Participants may be filmed or photographed and/or asked to film and share the images/movies taken during the event. By joining the Competition, the Participants agree to the use and the distribution of their image by the Organiser, 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 - PROTECTION OF PERSONAL DATA**

The collection and processing of personal data relating to the Participant by the BeMyApp and the Organiser is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organiser or BeMyApp to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners. Personal data submitted by the Participant for the purpose of this Competition will be treated in accordance with the Privacy Policy of BeMyApp <http://privacy.bemyapp.com/> and 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 following address: 86 rue de Charonne, 75011 Paris.