

# **Terms & Conditions - Hack2Rail**

## **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 Shift2Rail Joint Undertaking (or “the S2R JU”), a public-private partnership in the rail sector (<https://shift2rail.org/>), whose registered office is located in White Atrium building, 2nd Floor, Avenue de la Toison d’Or 56-60, B1060, Brussels, Belgium, (hereafter both organisations jointly referred to as “Organizer”), a hackathon called “Hack2Rail” (hereafter referred to as “Competition”) from October 23rd 2021 to October 29th 2021 (TBC). Company BeMyApp is executing the tasks under the S2R JU Framework contract (FWC) S2R.18.OP.04 (“Provision of integrated information and communication campaigns, event organisation and public affairs services”) as services purchased from third parties through subcontracting. Therefore Company BeMyApp commits that the tasks subcontracted does not affect the rights of the S2R JU under this FWC, particularly those related to confidentiality, intellectual property rights, checks and audits. In the event of contradiction between the clauses of these terms & conditions and the clauses of the FWC S2R.18.OP.04, the FWC S2R.18.OP.04 prevails.

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

The aim of the competition is to develop, in teams over a limited amount of time, an innovative solution around the topic: digital transformation of Passenger Rail / Rail Freight.

## **ARTICLE 3 – PARTICIPATION PROCESS**

The Competition is free and without any purchase obligation. The Competition is open to residents of the European Union and the Horizon 2020 associated countries (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 (hereafter referred to as “Participants”).

Employees of Shift2Rail 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 July 1st 2021 to October 22nd 2021. The hackathon will take place from October 23rd 2021 until October 29h 2021.

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

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

- Date: Between July 1st 2021 and October 22nd 2021
- Object: Every person who is a resident of the European Union and the Horizon 2020 associated countries, wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://hack2rail.shift2rail.org>. 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 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: “Webinar serie & teams formation” Online platform**

- Date: From October 4th 2021
- Platform website address: <https://platform.hack2rail.shift2rail.org>
- Object: On the platform, each Participant will attend webinars, exchange with mentors and other participants their questions and ideas in order to mature them before the hackathon. Participants will meet and form teams of two (2) to five (5) Participants to focus around a single project of developing a prototype (hereafter referred to as “Teams”). One Participant cannot be a part of more than one Team. Teams will have until October 13th 2021 at 10:00am to develop their prototype.
- 

### **Phase 3: Selection #1**

- Date: On October 13th 2021
- Place : Online
- Object: Mentors will select the best 3 to 6 teams per challenge, based on the project pages completed by the teams on the platform <https://platform.hack2rail.shift2rail.org>.

#### **Phase 4: Beginning of the Hackathon**

- Date: On October 23rd 2021 at 6:00pm
- Place: Online
- Object: Teams will develop their projects and exchange with mentors to fine tune their solutions. Teams will have until October 24th to develop their projects and deliverables. The Organizer may share data and tools to participants in order for them to develop their projects. A list will be shared before the beginning of this phase.

#### **Phase 5: Selection #2**

- Date: On October 24th 2021
- Place: Online
- Object: Mentors will go through all the projects and select the best 10 teams, who will pitch their solutions during the demo day in front of the jury

#### **Phase 6: Demo day**

- Date: On October 29th 2021
- Place: Online
- Object: The 10 finalist teams will present their solutions to the jury. Each Team will present its prototype to the jury for a duration which will be determined according to the number of developed prototypes and which will not exceed 5 minutes including 3 minutes of demo and 2 minutes of questions/answers with the jury.

The Participant guarantees that the source code, the object code and all documents used to conceive and execute the Deliverable show all the necessary qualities to allow the Organizer or any other professional to pick up the work, edit and exploit the Deliverable.

The Participant commits to delivering the source code, the object code and any other document created to conceive and exploit the Deliverable after the competition.

The Organizer is not obliged in any way to develop, highlight or exploit any of the deliverables, including those of the winning projects.

#### **Phase 7: Jury's selection and Competition results**

- Date: On October 29th 2021 at 4:00pm
- Place: Online
- Object: Jury's deliberation and announcement of winners and prizes

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

The three (3) winning Teams will be determined by a jury of 5 to 7 members representing Shift2Rail and/or its delegated representatives. The composition of the jury will be communicated to the Participants at the latest on October 28th 2021. The jury will designate the winners on October 29th 2021 around 4:30pm.

The winners will be selected among the Participants who actually:

- Satisfy the conditions for participation as set forth in the present rules
- Participated in the Hackathon session
- Were present during the submission of their prototype on October 29th 2021 at 3:00 pm, or – if need be – were excused by the other members of their Team.

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

- 1) Innovation
- 2) Technical feasibility
- 3) Scalability
- 4) Quality of prototype

Jury decisions are final and cannot be challenged.

## **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with 10,000€ prizes:

**1<sup>st</sup> prize**: the sum of 5,000€ (divided equally between each member of the winning team).

**2<sup>nd</sup> prize**: the sum of 3,000€ (divided equally between each member of the winning team).

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

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.

An incubation program might be offered to the winning Teams to further develop the prototype. If an incubation program is offered, the terms of this agreement will be settled amongst the teams and the Partner after the Competition has concluded.

## **ARTICLE 6 – PRIZES ALLOCATION**

Prizes will be sent by BeMyApp to the winners within a maximum of 4 (four) 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.

If the prizes are not received due to the aforementioned or other reasons, they shall be returned to the S2R JU.

No mail will be sent to Participants who did not win.

## **ARTICLE 7 – 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 8 – 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 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 9 – INTELLECTUAL PROPERTY RIGHT**

Any data used as part of the Competition may be subject to intellectual property rights. Participants are compelled to use such data in accordance and with respect to any intellectual property rights.

Authorisation granted to the participants to use data provided by the Organizer is limited to the duration of the Competition. Any use of this data outside the scope of the Competition is subject to a prior separate agreement concluded between the Organizer and the participants.

Participants in the Competition are aware and accept that the intellectual rights and property of their resulting work will become the exclusive property of Shift2Rail for business use.

The participants expressly authorize the Organizer to publish, communicate, disclose, divulge and represent the submitted ideas and work results verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.

## **ARTICLE 10 – 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.

## **ARTICLE 11 - 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 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 Competition.

## **ARTICLE 12 – 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 our Privacy Policy <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.

## **ARTICLE 13 - RESPONSIBILITY**

BeMyApp 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.

BeMyApp 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 take the 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.

BeMyApp 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.

The 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 dotation, 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 see to covering their risks by their own insurance and renounce any right to resort to the Organizer in that respect.

#### **ARTICLE 14 – APPLICATION OF THE TERMS AND CONDITIONS**

This document is accessible on the event website <https://hack2rail.shift2rail.org> 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 France law. 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, the parties submit to the exclusive jurisdiction of the French courts 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).