

## Terms & Conditions - HarmonyOS Hackathon

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 Duesseldorf GmbH, a Germany based company whose registered office is located Hansaallee 205, 40549 Dusseldorf, (hereafter referred to, collectively, as “Organizer”) a hackathon called “HarmonyOS Hackathon” (hereafter referred to as “Competition”) from 15th to 29th of November, 2021.

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 construed according to, and governed exclusively by German law.

This Competition is not open to participants who are not legal residents of one of the eligible States at the time of entry or who otherwise do not fall within the eligibility requirements set forth in these T&Cs below.

The Competition is free and without any purchase obligation to win a prize.

“HarmonyOS Hackathon”, (hereafter referred to as the “Competition”) is offered and open only to legal residents of the Eligible States (a) who at time of entry are 18 years of age or older and at least the age of majority in his or her jurisdiction or residence, (b) have agreed to participate in the Competition, and agreed to these Terms and Conditions, by providing all required information and registering on the following website [harmonyos.hackathon.com](https://harmonyos.hackathon.com); (c) who are “IoT Embedded Developers” or from related fields; (d) have experience with C/C++ programming, Embedded Linux (Yocto), and strong knowledge of embedded hardware and cloud solutions for IoT Devices.

Prior experience with [OpenHAB](#), [Home Assistant](#) or similar platforms and [MQTT](#) protocol would be helpful.

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.

## **ARTICLE 2 – PROMOTION PERIOD**

Promotion starts on **Monday October 4th, 2021** (“ Promotion Period”). All times referenced herein are **German** time.

## **ARTICLE 3 – REGISTRATION PROCESS**

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following website: [harmonyos.hackathon.com](https://harmonyos.hackathon.com). Registrants must provide the following information:

last name, first name,  
city,  
phone number,  
email,

their profile and necessary background for the purpose of the Competition, as suggested on the website.

This information is required for the completion of their application.

Each Participant 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.

You can participate as an individual or maximum 3 people to form a team. All members of the team need to register online on the dedicated website.

You may enter as many unique applications as you like. The same application cannot be entered into this Competition more than one time, or by more than one Participant, and in such event, all Participants and all Entries may be disqualified.

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.

## **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, is submitted to the Competition by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the Entry or any part thereof, who are depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such

persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these T&Cs;

(ii) Participant has all rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Competition Entities in these T&Cs (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;

(iii) 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;

(iv) 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

(v) The Entry, in whole or in part, does not 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,

(vi) The Entry, in whole or in part, does not 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,

(vii) The Entry, in whole or in part, does not contain any 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

(viii) 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 T&Cs (which may be amended or varied at any time by the Organizer without notice at the Organizer's sole discretion and will be posted in revised terms and conditions on [harmonyos.hackathon.com](http://harmonyos.hackathon.com). Participants can object to the changed T&Cs within 14 days upon receipt of the notice by express written email, in which case the respective Participant will be excluded from participating. If the Participants do not object within

the aforesaid period, the changed T&Cs will be deemed to have been accepted by them and will become applicable and enforceable.

## **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 company (each is referred to herein as a “Participant” or “Entrant”). Companies must appoint an individual for contact and potential winner notification and prize acceptance, if applicable. No more than one (1) prize will be awarded per Participant. By submitting an Entry on behalf of a company, Entrant affirmatively agrees that he or she has been asked to do so on behalf of the company and is the authorized company representative, and any prize award will be provided to the company representative who will be solely responsible for disbursement of the prize.

General Submission rules include:

1. You have to create and publish your code in a Gitlab repository in a space created by the Organizer prior to the deadline to be considered valid
2. You need to create an account on gitlab.com or share an existing one with Organizer so you can get access to the designated space
3. Your repos shouldn't be made accessible to other participants during the hackathon period to make sure there is a fair evaluation
4. Open source code repo and documentation/guide for setting up your solution under the [Apache 2.0](#) License.

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

The Organizer or its authorized representatives will judge each eligible Entry submitted, using the following equally weighted (except as provided below) judging criteria (“Judging Criteria”) **scored from 1-10, 10 being highest:**

**The challenge :**

**“Let’s Build a Smart Home Automation System using Open Source Technologies”**

**Winners judging criteria:**

- 1/ Innovative IoT Automation use case: 40%
- 2/ Go-to-market potential: 25%
- 3/ Level of sophistication: 20%

4/ Quality of the Architecture design and code: 15%

Scores will not be made public by the Organizer at any time. The Entries receiving the highest aggregate scores per category will be the Grand Place winners. If any Participant whose Entry is 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 Organizer 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 (1) a potential winner cannot be contacted/does not respond within (1) week after two (2) attempts to notify potential winner; (2) a potential winner does not fulfill the eligibility requirements; (3) a potential winner does not adhere to the Official Rules; and/or (4) if the prize notification is returned as undeliverable, refused, or declined. By accepting the prize, the winner consents to the publication of his/her name on any of the Organizer's websites and in other publications in all forms of media.

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

The selected Participants will receive financial assistance from the Organizer to spend on materials to build up their prototype. For that, they will need to fill in the form, sent by BeMyApp together with the announcement. Please note that BeMyApp can only transfer the voucher to the Participants when the form, filled in correctly and completely, is received from every Participant. Teams have 72h to complete the form and send it back. If the form is received afterwards, it cannot be guaranteed that the team will receive the voucher. BeMyApp cannot be held responsible for any delays in transmission.

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

Winners are responsible for bank and any other fees associated with funds transfer and currency exchange from EURO to local currency. The Organizer 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 providing all required information.

## **ARTICLE 8 – FUTURE USE OF ENTRY**

By participating in the hackathon, Participants agree to ALL of the following statements:

1. You understand and acknowledge that your entry/submission in their entirety will become open source (Apache 2.0 License) and made publicly available to everyone. You agree to make any code produced/submitted for the hackathon (your entry's gitlab repository) available under the terms of The Apache 2.0 License and/or other created works under the terms of the CC BY-SA 4.0 licence. **Participant hereby irrevocably licenses all Work Product (Entry) under the Apache 2.0 License located at <https://opensource.org/licenses/Apache-2.0>.** "Work Product" means all ideas, concepts, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, conceived, or reduced to practice by Participant solely or jointly with others during the Hackathon. Participant represents and warrants that, to the best of his or her knowledge, the Work Product is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks.
2. You understand and acknowledge that after the submission deadline has passed, your project (gitlab repository) that has been submitted to the hackathon cannot be deleted or made private. Your project repository will also be featured on the HarmonyOS hackathon gitlab page after the hackathon has concluded or at a suitable location.
3. You understand and acknowledge that others may have developed or commissioned materials similar or identical to your entry and you waive any claims you may have resulting from any similarities to your Entry.
4. You understand that you will not receive any compensation for use of your Entry.

**Note: If Participants do not agree to above and want to keep their idea/project private, please do not enter this hackathon.**

## **ARTICLE 9 – 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 10 - LIMITATIONS OF LIABILITY:**

Organizer and/or Competition Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other people 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, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Organizer 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 Organizer, 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.

The Organizer and 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 unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

In no event will Organizer and 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 noninfringement. 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 the exclusive and competent court of Munich, Germany.

#### **ARTICLE 11 - CONFIDENTIALITY**

The Participant acknowledges that all information and documents which have been shared with him/her throughout the Competition are of a confidential nature (hereafter referred to as "Confidential Information").

During the whole duration of the Competition, the Participant will not directly or indirectly use or share any Confidential Information with any third party, unless she/he has obtained a written authorisation to do so, delivered by the Organizer beforehand. This applies to information shared, even indirectly, with the Participant or by the Organizer and 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 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 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- GENERAL**

Participation in this Competition is subject to these T&C. Participants agree to abide by and be bound to these T&Cs and the decisions of the Organizer, 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 Organizer at the Organizer's sole discretion, and the Organizer will post the revised terms and conditions at the website [harmonyos.hackathon.com](http://harmonyos.hackathon.com) and email such revised terms and conditions to the email address provided by Participant. Participant is entitled to withdraw from the Participation in case it does not agree to such revised terms and conditions, and the license granted by Participant to Competition Entities in Section 5 will be terminated accordingly.

By continuing the Participation, Participant agrees to the revised terms and conditions 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 Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Organizer reasonable suspicion, tampers with the Organizer's site, the entry process, violates these T&Cs, or acts in an unsportsmanlike or disruptive manner.

The Organizer 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 Organizer (and its authorized 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.