

# **Terms & Conditions - The Blaise Pascal [re]generative quantum challenge**

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) (hereinafter “BeMyApp”) - is organizing on behalf of the company PASQAL, a France-based company with a capital of 32.352 euros, whose registered office is located 7, rue Léonard de Vinci, 91300 MASSY, company registration number 849 441 552 (Evry RCS) (hereafter referred to, collectively, as “Organizer”) a hackathon called “The Blaise Pascal [re]generative quantum challenge” (hereafter referred to as “Competition”) from 5th October to 15th November 2023.

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

## **ARTICLE 1 – ELIGIBILITY**

This Competition is intended for participation of global citizens and shall be construed according to, and governed exclusively by the law applicable in the Organizer’s country.

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

No purchase necessary to enter or win.

“The Blaise Pascal [re]generative quantum challenge”, (hereafter referred to as the “Competition”) is offered and open only to legal residents of the Eligible Jurisdictions (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 Official Rules, by providing all required information and registering on <https://pasqal-quantum-challenge.bemyapp.com>. 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 at **12:00** on **21th July 2023** ( “ Promotion Period”). All times referenced herein are **CET** time. Registrations will be open from 4th September until 16th October 2023.

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

Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address: <https://pasqal-quantum-challenge.bemyapp.com>. 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.

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.

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.

### **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;

(ii) 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 Official Rules;

(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 Organizer without notice at the Organizer's sole discretion and will be posted in revised terms and conditions on <https://pasqal-quantum-challenge.bemyapp.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 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.

As between Competition Entities and Participant, 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 Organizer on its website and/or in various media (including via paper, data and digital media) at the Organizer’s discretion.

## **ARTICLE 6 – SELECTION PHASES , JUDGING CRITERIA & PRIZES**

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”):

### **GENERAL TIMELINE**

Virtual Hackathon: 5th October - 10th November 2023

Opening Conference: 5th October 2023

Virtual Demo Day: 15th November 2023

Awards Ceremony in Clermont-Ferrand: 28th November 2023

### **SELECTION PHASES:**

**Qualification phase:** up to 50 projects preselected by 20th October

Based on: Use Case validation

**1st phase:** up to 20 projects preselected by 30th October

Based on use case prototype V1

**2nd phase:** 10 finalists selected for the demo day by 10th November

Based on prototype V2

**Final phase:** The Demo Day on the 15th November. There will be three winners during this phase and all three winners will be invited to the Event in Clermont-Ferrand on the 28th November to showcase their solutions and receive the awards.

## **PRIZE POOL:**

### **Qualification Phase:**

50 preselected projects - The top 5 will receive 1000€ per project

### **1st Phase:**

20 preselected projects - Top 5 will receive 1000€ per project

### **2nd Phase:**

10 finalists - 1000€ per project

## **JUDGING CRITERIA:**

### **1 - Statement of purpose**

Teams should argue in their free own terms the intended purpose of the use-case: how does it illustrate a purposeful contribution of quantum computing to common good such as sustainable development (transport, energy, building, industry etc.), education, culture, natural resource preservation, hazard or other.

This criterion is deliberately open-minded in terms of potential purpose. Inspiration can be drawn out of, though in no way not restricted to, the UNESCO recommendation on the [ethics of AI](#) or the [UN sustainable development goals](#).

### **2 - Trustworthiness / limitation of negative impacts**

Teams should argue how the projected use-case builds a trustworthy use of computing, as defined for instance by, but in no way limited to, the European upcoming [AI-Act](#) or the [UNESCO recommendation on the ethics of AI](#). Discuss the mitigation of potential negative impacts such as : lack of intelligibility/transparency - unfairness or endangering of vulnerable people - addictiveness of IT uses - lack of consent or breach of autonomy of human beings - lack of responsibility or human oversight - unwanted safety or security risks - disrespect of privacy etc.

### **3 - Lifecycle sustainability (energy)**

Team should argue how the use-case is contributing to a sustainable use of quantum computing. Sustainability is here considered in energy balance terms, putting apart the issue of heterogeneous carbonation of energy according to places, as well as other sustainability issues (biodiversity, pollution ... etc.) less amenable to scoring the differential impact of quantum computing.

This is meant in a life-cycle analysis approach including: (i) the energy required to run the computation, as compared to traditional computing; (ii) the energy required to operate the hardware, as compared to traditional computing; (iii) the energy impact of the use-case itself.

### **EXCLUDED USE-CASE**

Use-cases prohibited by the European upcoming AI-Act are excluded from the Contest: subliminal or purposefully manipulative techniques, exploiting people's vulnerabilities, social scoring, remote biometric identification systems.

**Other exclusions:** Military or political fields.

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. In the case of a tie, the tie will be broken (among the tied Entries) by the highest score in the downloads criteria. 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, including a W9 for U.S. residents. Potential winner(s) will be disqualified if (1) a potential winner cannot be contacted/does not respond within 48 hours 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**

Prizes will be sent by PASQAL 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.

Winners are responsible for bank and any other fees associated with funds transfer and currency exchange from € 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 - GENERAL**

Participation in this Competition is subject to these Terms and Conditions. Participants agree to abide by and be bound to these Official Rules and the decisions of the Organizer, which are final and binding in all respects, as well as the above referenced Privacy Statement. These Official Rules 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 <https://pasqal-quantum-challenge.bemyapp.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 Official Rules, 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 Official Rules, 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 Participant's 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.

## **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, 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.

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 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 **French** 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 the city of Paris (France).

#### **ARTICLE 10 - CONFIDENTIALITY**

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Competition, including but without limitation, any strategic, technical, technological information, know-how (including, in particular, anything relating to computer programs or documentation, specifications, source codes, object code,



precompiled code, compiled code, research, inventions, processes, drawings, engineering, products, customer services, markets or financial information, databases and data) or otherwise concerning the Organizer and its activities (“Confidential Information”)

This obligation of confidentiality will not apply (i) to information already in the public domain insofar as this information has not been revealed following a violation of this confidentiality agreement, (ii) to the disclosure of information made compulsory by law, regulations or in response to requests from judicial, administrative or stock market authorities, (iii) is in the Participant's possession at the time of disclosure otherwise than as a result of the Participant's breach of any legal obligation, (iv) is independently developed by the Participant without reference to or reliance upon the Confidential Information.

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 five (5) years from the start of the Competition.

The Participant acknowledges the uniqueness and value of the Organizer 's information and that the disclosure or use of the Organizer 's information in violation of this Article will cause the Organizer irreparable harm for which the payment of damages alone cannot constitute an appropriate remedy. Consequently, and notwithstanding any provision to the contrary in this article, The Participant agrees that in the event of breach or threat of breach of the obligations of confidentiality and/or restriction of use provided for in this article, the Organizer shall be entitled to seek summary proceedings before any competent court for the purpose of remedying this violation or to prevent such a violation. These measures apply in addition to and not in substitution for appropriate compensation by way of damages.

## **ARTICLE 11 – PROTECTION OF PERSONAL DATA**

The collection and processing of personal data relating to the Participant by BeMyApp 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 submitted when you participate in the Hackathon will be treated in accordance with BeMyApp's 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 12 - 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 13 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

Exploitation and property rights to prototypes developed during the Competition are reserved to Participants.

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

During the Competition, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the prototype, 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 prototypes shall not infringe any intellectual property right 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 publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes 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 “Pasqal” nor on any names and/or brands associated with Pasqal, used alone, in association with or as part of another word or name, or any rights on trademarks, names or logos of Pasqal, or any of its associated or related companies.