# **Terms & Conditions**

# Huawei Tech Arena Poland 2023

# **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 company Huawei Polska sp. z o.o. with the registered place of business in Warsaw 02-672, at ul. Domaniewska 39A entered into the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS no. 0000221936, BDO number 000029056, tax identification number NIP 526-28-00-201, with a share capital of PLN 17,000,000 (hereinafter called "Huawei" or "Organizer"), a hackathon called "Huawei Tech Arena Poland 2023" (hereafter referred to as "Competition") from 10<sup>th</sup>.Oct – 16<sup>th</sup>.Dec 2023.

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

The aim of the competition is to develop, in teams and in 6-weeks, an innovative multimodal file search solution that will respond to one or more data collections presented during the Event.

# **ARTICLE 3 – PARTICIPATION PROCESS**

The Competition is free and without any purchase obligation. The Competition is open to every individual(s) (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 during the duration of the Competition (hereafter referred to as "Participant").

Employees of Huawei Polska sp. z o.o/Huawei Polska sp.z o.o's outsourcing companies /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 10th, 2023 until November 20th, 2023. The hackathon will take place from October 27th, 2023 until December 8th, 2023.

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 October 10th, 2023 and November 20th, 2023
- <u>Object</u>: Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address:

https://techarena-poland.hackathon.com/. He or she 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 2.1: Training set - 5 weeks online training

- Date: On October 27th, 2023
- <u>Platform website address</u>: https://techarena-poland.hackathon.com/
  <u>Object</u>: It is started immediately after the challenge has been opened. This phase is for the participants to develop their application and tune their algorithms. The evaluation results on the validation set will be ranked and displayed on the public live leaderboard until the end of the phase.
- Each participating team may make up to 10 submissions per day for the validation set.

## Phase 2.2: Beginning of the Competition

- Date: On December 5th
- <u>Place</u>: Online

<u>Object:</u> It will take place on the last day of the competition and will be limited to 3 days.

The teams use their developed applications to do the search and provide results for queries in the testing sets. The scores and the ranking on the testing set will NOT be provided until the end of the phase. Only results of the competition phase determine the final ranking.

## Phase 3: FINAL DAY & CEREMONY

- Date: On December 16th, 2023
- <u>Place</u>: Warsaw, Poland. Venue TBD
- <u>Object</u>: There will be a ceremony for winners from 1<sup>st</sup> to 6<sup>th</sup> places to join together in Warsaw and to be rewarded.

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

The evaluation process is as follows: A query, which will be text, is used to retrieve a list the most relevant of images ranked by relevance and then Precision and Recall measures are calculated based on the relevance of the retrieved results to the query:

Precision = (Number of relevant documents correctly retrieved)/(Total number of retrieved documents)

Recall = (Number of relevant documents correctly retrieved)/(Total number of relevant documents)

And the score for one query will be: F1= (2\*Precision\*Recall)/(Precision+Recall)

The total score will be the sum of all queries.

The final rank and score will be determined by the evaluation on test set ONLY.

The organizers reserve the right to decide which documents are relevant to the query.

The participants are invited to the dedicated Slack environment for TechArena communication and Q&A.

Jury decisions are final and cannot be challenged.

### **ARTICLE 5 – PRIZES AWARDED**

The Competition is endowed with 48000 PLN divided amongst 4 prizes:

Gold prize: the sum of 15000 PLN (divided equally between each member of the winning team).

**Silver prize**: the sum of 7500 PLN per team (divided equally between each member of the winning team).

**Bonze prize**: the sum of 4500 PLN per team (divided equally between each member of the winning team).

**Gained prizes**: the sum of 500 PLN per team (divided equally between each member of the winning team).

BeMyApp reserves the right, if circumstances so require, to replace the prizes by others of equivalent value, without liability being incurred thereby.

#### ARTICLE 6 – PRIZES ALLOCATION

Prizes will be sent by BeMyApp to the Winners within a maximum of 12 (twelve) weeks, to the address indicated by the winners.

If the coordinates of a winner are 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 this one during his shipment or the impossibility to contact the winner.

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

#### **ARTICLE 7 – COMPENSATION**

Participant waives all its claims regarding compensation against the Organizer due to its participation to the Competition (in particular with regards to cost incurred for participation such as the transport, accommodation, etc.).

#### **ARTICLE 8 – MODIFICATION 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. A force majeure event is understood in particular as: [...]

In such case, the Organizer will provide notice thereof to the Participants by any means (including e-mail and/or publication on the Website (by its choice), and, if the need arises, will communicate to them the new rules applicable or the new ending date of the competition, as the case may be. Each Participant may notify by e-mail to the Organizer that s/he refuse 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 notified to the Organizer within 72 hours, the new conditions of the Rules will be deemed accepted by Participants.

In case of a modification to the rules, cancellation, interruption of the Competition, 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 participations 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 and to the data and to the consequences which can ensue from it on their personal, professional or commercial activity.

#### **ARTICLE 10 – EXPLOITATION RIGHTS AND INTELLECTUAL PROPERTY**

Exploitation rights and the property of 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 parties 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 "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**

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 event 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**

each Participant is hereby notified that certain answers in the registration form are mandatory, and that the lack of answering to such mandatory fields will prevent them from participating.

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 the prizes in an efficient way and, if the cases 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 and applicable data protection laws.

In accordance with the abovementioned law, 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 – 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 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 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 or Huawei 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 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 or 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 or BeMyApp in that respect.

# ARTICLE 15 – APPLICATION OF THE TERMS AND CONDITIONS

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 may be filed within the duration of the Competition and not later than within three (3) months from the deadline for participation stipulated in Article 1.

Any dispute arising in connection with the present Competition, and which could not be settled amicably, will be submitted to the competent courts of Warsaw.

The present Regulation is submitted to Polish law.