

Terms & Conditions - Open Data Spark Abu Dhabi

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

The company **BeMyApp**, a company with a capital of **1250 euros** whose registered office is located at **18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS)** and registered under the laws of France (hereinafter referred to as “Organizer”), is organizing on behalf of the **Department of Government Enablement (DGE), Abu Dhabi**, a hackathon titled “**Open Data Spark Abu Dhabi**” (hereinafter referred to as the “Competition”), which will take place from **27th November 2024 to 29th November 2024**.

This hackathon is designed to encourage the development of innovative solutions using **open data** and **AI** to advance the public sector and government services, improve transparency, and enhance service delivery.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The Competition’s objective is to assemble participants with diverse skill sets in order to design and develop prototypes and solutions centered around **Open Data**. The goal is to use data-driven technologies, particularly artificial intelligence, to address governmental challenges and contribute to the improvement of **Abu Dhabi’s public services**.

Participants will work in teams over a limited timeframe to develop an innovative prototype aimed at solving government data challenges. The event is structured to foster creativity, collaboration, and the application of new technologies to achieve practical results that benefit the public sector.

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is **free** and without any purchase obligation. Participation is open to individuals who meet the following conditions (hereafter referred to as “Participants”):

- They are of legal age as required by the laws of their country of residence to enter into competitions.
- Hold a bank account in their country of tax residence.
- Possess IT, technical, design, or marketing skills relevant to the development of a prototype.
- Have their own computer hardware in working condition for the duration of the Competition.

Employees of the Organizer, **DGE**, their affiliates, and those involved in organizing the Competition, as well as members of their families, are **ineligible** to participate.

Participants must register individually between **14th October 2024 and 20th November 2024** on the official website <http://sparkdata.addigital.gov.ae/>. Registration requires the following information: last name, first name, date of birth, email address, phone number, and a description of skills relevant to the

Competition. Each participant must ensure that all details are accurate and complete. The Organizer reserves the right to **reject** any application that does not meet the required standards.

ARTICLE 4 – PHASES OF THE COMPETITION

The Competition will proceed as follows:

- **Phase 1: Registration (17th October 2024 to 17th November 2024 at 23:59 UAE)**
Participants must complete the registration process on the official website.
- **Phase 2: Ideation on the Online Platform (6th November 2024)**
Participants will engage with mentors and other participants on the “**Ideation**” platform, accessible via <https://platform.sparkdata.hackathon.com>. The purpose of this platform is to exchange ideas and questions, allowing participants to mature their concepts before the hackathon.
- **Phase 3: Team Formation and Prototype Development (until 20th November 2024)**
Teams consisting of **1 to 5 participants** will form to work on a project, with each team focusing on developing a **prototype**. Teams will have until **23:59 UAE time on 20th November 2024** to submit their final prototypes via the platform.
- **Phase 4: Selection of Finalists (21st and 22nd November 2024)**
A **jury** will select up to **10 finalist teams** from all submitted projects. The selection criteria include:
 1. **Innovation & Creativity (20%)**
 2. **Use of AI (20%)**
 3. **Business Impact (20%)**
 4. **Technical Feasibility (20%)**
 5. **Use of Abu Dhabi Open Datasets (20%)**
- **Phase 5: On-Site Hackathon (27th November to 29th November 2024)**
The finalist teams will participate in the on-site hackathon held in **Abu Dhabi**. During this phase, participants will focus on refining their prototypes and preparing them for presentation.
- **Phase 6: Presentation and Final Evaluation (29th November 2024)**
Teams will present their final prototypes to the jury on **29th November 2024**. Each team will have **5 minutes** to present, including **3 minutes for a demonstration** and **2 minutes for a Q&A** with the jury.
- **Phase 7: Announcement of Results (29th November 2024)**
After deliberation, the jury will announce the winning teams and award the prizes.

ARTICLE 5 – DETERMINATION OF WINNERS

The **jury**, composed of **5 to 8 members**, including representatives from **DGE** and other industry professionals, will evaluate the submissions based on the following criteria:

1. **Innovation & Creativity** (20%)
2. **Use of AI** (20%)
3. **Business Impact** (20%)
4. **Technical Feasibility** (20%)
5. **Use of Abu Dhabi Open Datasets** (20%)

The jury's decisions are **final** and cannot be contested. The **winners** will be announced on **29th November 2024**, after the final presentations.

ARTICLE 6 – PRIZES AWARDED

The following prizes will be distributed among the winning teams:

- **1st Prize:** AED 55,000 (to be divided equally among team members).
- **2nd Prize:** AED 55,000 (to be divided equally among team members).
- **3rd Prize:** AED 18,000 (to be divided equally among team members).

In addition to the above, **runners-up** will receive **AED 50,000** in gadgets and vouchers. Prizes are **non-exchangeable** and **non-refundable**. The Organizer reserves the right to replace prizes with alternatives of equivalent value, if necessary.

An **incubation program** may be offered to winning teams for further development of their prototypes. If offered, the terms of the incubation program will be agreed upon after the Competition.

ARTICLE 7 – PRIZE DISTRIBUTION

Prizes will be delivered via funds transfer to the **bank accounts** of the winners within **four (4) months** after the completion of the Competition. Winners must provide their bank details to facilitate the transfer of prize funds. Any fees related to bank transfers or currency conversion are the sole responsibility of the winners.

If a prize is **undeliverable** due to incomplete or erroneous information, the winner will forfeit the prize. The **Department of Government Enablement (DGE)**, in charge of the prize distribution, is not liable for lost or delayed prizes due to incorrect information.

ARTICLE 8 – MODIFICATION, INTERRUPTION, AND TERMINATION

The Organizer reserves the right to **shorten, extend, modify, or terminate** the Competition in the event of **force majeure** or any other circumstance beyond its control, without incurring liability. Participants will be informed of any changes via email or website publication. Participants may notify the Organizer of

their refusal of any changes within **72 hours** of the announcement, after which continued participation will be considered acceptance of the new terms.

ARTICLE 9 – FRAUD

The Organizer reserves the right to disqualify any participant found engaging in **fraudulent** activities. This includes tampering with the competition process or using unauthorized resources. The Organizer may pursue **legal action** against individuals involved in such activities.

ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

Participants retain ownership of all intellectual property rights to their prototypes. However, the Organizer and **DGE** reserve a **Priority Right** to acquire, develop, or commercialize any of the prototypes developed during the Competition. Should the Organizer exercise this right, a separate agreement will be negotiated.

Participants are responsible for ensuring that their prototypes do not infringe on any **third-party rights**, including intellectual property rights. If third-party elements (e.g., open-source software) are used, they must be clearly identified, and the licensing terms must be respected.

ARTICLE 11 – IMAGE RIGHTS

Participants agree to the use of their **names, images, and project details** for promotional purposes without compensation. The Organizer may photograph or film participants during the event, and these materials may be used for promotional purposes in future events or campaigns.

ARTICLE 12 – CONFIDENTIALITY

Participants acknowledge the **confidentiality** of all information provided to them during the Competition. They agree not to disclose any confidential information, including data or proprietary information shared by **DGE**. This confidentiality agreement will remain in effect for **24 months** following the Competition.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

The personal data collected during the Competition will be processed in accordance with **UAE data protection laws**. Participants' data will not be shared with third parties without explicit consent, and all data will be stored securely. Participants have the right to access, update, or delete their personal data by contacting the Organizer.

ARTICLE 14 – RESPONSIBILITY AND LIABILITY

The Organizer and **DGE** are not responsible for any **damages or losses** incurred during the Competition, including damage to participants' equipment or data loss. Participants are responsible for securing their own **data** and equipment. The Organizer and DGE shall not be held liable for any technical malfunctions, security breaches, or issues that participants may face during the Competition, including but not limited to:

1. **Network overloads**
2. **Technical failures** (e.g., hardware/software malfunctions)
3. **Internet disruptions**
4. **Virus or hacking incidents**

The Organizer also reserves the right to **exclude** any participant who disrupts the smooth running of the event or violates any of the Competition rules.

ARTICLE 15 – APPLICABILITY AND ENFORCEMENT OF THE TERMS AND CONDITIONS

By participating in the Competition, all participants fully accept and agree to comply with these **Terms and Conditions**. Participants also agree that their participation in the Competition is **strictly personal** and cannot be transferred to any other individual.

In case of any disputes arising out of or in connection with the Terms and Conditions, the parties shall first attempt to resolve the dispute amicably. Failing an amicable resolution, any such dispute will be governed by **Abu Dhabi law**, and the **courts of Abu Dhabi** will have exclusive jurisdiction.

Participants agree that any claim related to the Competition, or these Terms and Conditions must be brought within **six (6) months** following the conclusion of the event, after which no claims will be entertained.

ARTICLE 16 – FORCE MAJEURE

The Organizer and **DGE** shall not be liable if the Competition is postponed, cancelled, or modified due to circumstances beyond their control, such as **natural disasters, government actions, public health emergencies**, or other events constituting **force majeure**.

In such cases, participants will be informed promptly of the situation via email or the official website, and any modifications to the competition schedule or format will be communicated clearly. Participants have the right to **withdraw** from the Competition if they do not agree with the revised schedule or terms, provided they notify the Organizer within **72 hours** of receiving the notification.

ARTICLE 17 – PROTECTION OF PARTICIPANTS' RIGHTS AND OBLIGATIONS

Participants acknowledge that all **prototypes, ideas, and solutions** developed during the Competition are their own intellectual property unless otherwise assigned to DGE under the **Priority Right**. However, participants are also bound by the confidentiality and non-disclosure obligations mentioned earlier, particularly in regard to **government data** or other proprietary information shared during the hackathon.

Furthermore, participants must ensure that all solutions developed during the hackathon are free from any **third-party legal claims** or restrictions. They must confirm that any **open-source software** used in their prototypes complies with its relevant licenses and does not infringe upon the intellectual property of others. Participants are solely responsible for resolving any such legal issues that arise from their use of third-party elements.

Confidentiality Reminder:

All terms of the Competition, including participant agreements and data processing details, remain **confidential** and shall not be shared with any third party without explicit written permission from the Organizer or DGE.