

# HACKATHON MOBILITY BCN: FOR A BETTER DRIVING EXPERIENCE

## TERMS & CONDITIONS

### 1. THE CONTEST:

CIT UPC with corporate address at C/ Jordi Girona, nº 31, 08034, Barcelona and N.I.F G-65497182 (hereinafter **the “Organizer”**) together with the cooperation of SEAT, S.A., with corporate address at Martorell (Barcelona), Autovia A2, Km.585, 08760 and N.I.F. A-28049161; and ALTRAN INNOVACIÓN, S.L., with corporate address at Barcelona, C/ LLacuna 56-70 and N.I.F. B-80428972, (hereinafter **the “Sponsors”**), organize a free contest referred to as **HACKATHON MOBILITY BCN: For a better driving experience** (hereinafter the “Contest”).

The object of this Contest is, in the framework of the CARNET Project, to select the best projects presented by the participants. The participants will be organized in different multidisciplinary teams that will develop innovative ideas to improve the user experience in the following fields: mobility, technology and apps in the automotive sector.

The Contest will take place during two weekends. (see Duration of the contest below). The purpose of the first weekend is that the assistants learn, discuss and understand the current state of the connected automotive sector. Moreover, the assistants will have the opportunity to meet other assistants, with the purpose of registering a team. During the following week, teams will register ideas of projects on-line. During the second weekend, teams will be formalized and will be able to work in the design and construction of the projects selected by the organizers, having experts of design, telecommunication, mechanical, electrical and informatics engineers to provide advice regarding the different issues that may arise during the Contest.

At the end of the third day 19/03/2017, a professional jury, as stipulated below in clause number 6, will select the three top projects. These projects will be awarded with the awards stipulated below in clause number 9.

Such Contest will not suppose for the Sponsors, any obligation to buy any of the projects presented.

### 2. DURATION OF THE CONTEST

The Contest will take place between:

- First weekend: March 11<sup>th</sup>, 2017 at 09:00 until March 11<sup>th</sup>, 2016 at 19:00.

- Second weekend: March 18<sup>th</sup>, 2017 at 09:00 until March 19<sup>th</sup>, 2016 at 20:00.

### **3. REQUIREMENTS TO BE PART OF THE CONTEST**

A participant will be able to apply to the Contest if he/she meets the following requirements at the time of registration:

- The participant must be at least eighteen (18) years old.
- The participant must have knowledge from, at least, one of the following disciplines: design, telecommunications, mechanics, electrics and informatics.
- The participant must have at least two years of college education.
- The participant must be fluent in English

In addition to the abovementioned, participants declare and undertake that:

- Their projects have been developed according to the law, morality, good manners and public order;
- Any information provided to the Organizer and/or Sponsors will be accurate and complete;
- They will proactively collaborate with the Organizer and/or Sponsors and will provide the information that is reasonably required for the purpose of any audit or investigation that is carried out in order to determine whether it has been a breach of the present Terms & Conditions, including access to the involved systems;
- The participants shall be responsible for any damages that could directly or indirectly arise as a consequence of a breach of the commitments stated in this Terms & Conditions;
- They will not develop the project or any portion thereof in any way that individually or with third party software or data, could interfere, degrade or have a negative effect on the Organizer, Sponsors and/or third parties image, products or customers;
- They will not develop the project or any portion thereof in any way that individually or with third party software or data could have unlawful purposes or include offensive or otherwise inappropriate content;
- They will not infringe third parties' rights including but not limited to industrial and intellectual property rights.

The Sponsors reserves the right to disqualify, at his sole discretion, any project that does not meet the above-mentioned criteria or does not comply with the present Rules.

### **4. APPLICANT'S OBLIGATIONS**

By participating in the Contest, the participant agrees:

- To comply with all the terms and conditions stated in this document (hereinafter the "Terms and Conditions").

- To deliver the total project created during the Contest to the Sponsors in order to be judged for the Contest.
- To maintain a good behavior during the term of the Contest.
- To release and hold harmless the Sponsors, its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the Contest or any prize won.
- To agree that all the Sponsor's decisions will be final and binding on all matters related to the Sponsors.
- To agree that all the Jury's decisions will be final and binding on all matters related to the Contest.
- That any photo or video containing his likeness or voice, as may be shot or filmed during the Contest, may be published, reproduced, transformed, distributed or communicated publicly, by the Sponsors and Organizers, in part or in full, with or without stating the participant's name, on any media, in any format, including but not limited to the Organizer's and Sponsor's website and or Facebook page, at the Organizer's and Sponsor's sole discretion.
- To assist and participate in any event related with the Organizer if the participant's presence has been required by the Organizer.
- That will be responsible to take care of his belongings
- That will be responsible of his/her own health, safety and welfare.

## **5. APPLICATION AND REGISTRATION**

- To participate in the Contest, participants shall register on the site <http://www.hackathonmobilitybcn.eventbrite.com> as soon as the website is publicly available from February 27<sup>th</sup> until March 10<sup>th</sup> at 2 pm ("**Application Period**");
- Once registered following the indications of the referred site, the applicant will acquire the participant condition;
- The Organizer may close application before the end of application period.
- The number of participants is limited to 110 and each team shall be composed by a minimum n° of 4 participants and a maximum n° of 6 participants.
- Applicants that did not assist to the first weekend events may be disqualified.
- The Organizer or Sponsors may prolong the Application Period, at his sole discretion.
- After Online Registration (as set by the Organizer), the approved participants shall receive a notification of their successful registration in the Contest and the non-approved participants shall receive a notification of their ineligibility in the Contest.
- The entry of incorrect or incomplete information for the application of the Contest may prevent the Organizer from contacting the participant. In order to avoid the aforementioned situation, any personal data or other information which the participant provides has to be accurate and updated. It shall be understood that the Organizer is authorized to process such data under the terms described herein.

## **6. THE JURY**

The Jury will be comprised of Sponsor's representatives, experts in the area, prominent industry figures and professionals in the design, electronics, telecommunications and engineering. The jury might change, at the Sponsor's sole discretion. If practical changes occur, they will be announced at least 24 hours before deliberation on <http://www.carnetbarcelona.com/hackathon2017>.

In the event of existing a conflict of interest between the participants and any member of the Jury, such member may be disqualified from passing judgment on a particular team or participant. Such disqualification shall not affect the judging or review of the rest of the team or of the rest of the participant's submission.

## **7. CONTEST PROCEDURE**

Teams will be formed during the first day of the event (Saturday 11<sup>th</sup>, March), after the introduction sessions where the participants will be able to talk and explain their ideas regarding their projects and decide if they want to join and constitute a team or not. The declared teams will not be able to change during the Contest.

The entry of incorrect or incomplete information for the team application may prevent the team members to acquire the participant condition.

During the week break, teams will have to present on-line 2 or 3 ideas for their projects before Thursday 16<sup>th</sup>, March, in the following form (<http://www.carnetbarcelona.com/hackathon2017>).

During Saturday 18<sup>th</sup>, March, a limited number of teams will be formalized and its members will acquire the participant condition, attending the criteria detailed in "Application and Registration".

Starting at 14:00pm, the teams will start to create their projects until the end of the Contest, as specified here.

On Sunday 19<sup>th</sup>, 2017 between 14:30pm and 18:00pm, the projects will be exposing their final presentation.

## **8. ELECTION OF THE AWARDED PARTICIPANTS**

All the teams will present their projects to the judges for the final selections during the presentation time on Sunday 19<sup>th</sup> March, 2017. Each team will have 3 minutes to present and explain the project to the judges, they will also have to upload a 3 minute video demonstrating their projects.

The judges will evaluate the projects based on the demonstration performed according to the

judging criteria established in this document. In the event of ending in a tie, the judges will deliberate to determine the awarded participants.

The projects will be scored by the Jury taking into account the following categories:

- Smart mobility
  - This award recognizes the idea and the development of a project that improves or creates a service based on the exchange of data between cars and city data.
- Driver experience (apps)
  - This award recognizes the idea and the development of a project that improves the driver and passengers experience through in-situ or mobile applications.
- Driver experience (technology)
  - This award recognizes the best hardware implementation and interaction that improves the driver and passengers experience.

The name of the awarded participants will be announced by the Jury on March 19<sup>th</sup>, 2017 between 19:00pm and 20:45pm. The awarded teams will be also announced on <http://www.carnetbarcelona.com/hackathon2017> web site at the latest on March 22<sup>th</sup>, 2017.

The Jury will choose the five best projects of the Contest so that in case of disqualifying one of the three best projects for any of the reasons stated in the present document; the projects chosen by the Jury will move its place to the immediately upper place.

## **9. AWARDS**

The awards of the Contest for those projects selected in first place, are the following:

- Smart mobility: 2,000 euros (two thousand) for the best project (award per team);
- Driver experience (apps): 2,000 euros (two thousand) for the best project (award per team);
- Driver experience (technology): 2,000 euros (two thousand) for the best project (award per team);

The awards will be divided and distributed between the team members in equal percentages:

$$2000\text{€} / \# \text{ Groupmembers}$$

The awarded team will get the corresponding amounts through bank transfer within three (3) months after the awarded participants' announcement made by the Jury at the end of the Contest, on Sunday 19<sup>th</sup> March.

CIT UPC shall apply to the amount of the award given the mandatory withholding of income tax so the amount to deliver to the awarded participants, will result from lower the amount of the monthly rent in the retention percentage existing on the date of the award. The awarded participants will have to declare this award in its tax return for the year of receipt, as cash yields, consigning practiced retention and the full amount of the award retrieved, undiscounted cited retention. CIT UPC will issue certification showing these concepts.

## **10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The participant guarantees that he is the legitimate author or the legitimate right holder of any intellectual or industrial property included in the projects and that, in general, is not part of any contract or has any limitations that could affect her/his participation in the Contest or limit or condition the assignment of rights according this clause.

Participants are also responsible for any claims that could arise regarding the authorship and originality of the projects and on the ownership of the rights involved.

The Organizer and/or the Sponsors are not responsible for any damages caused by the breach of the previous warranty, being able to exercise the appropriate legal actions to repair any direct or indirect damages.

Well founded suspicions of infringement of intellectual and/or industrial rights will be enough reason for an immediate disqualification, without prejudice of the responsibilities derived from it.

The awarded participants agree to transfer in favor of the Sponsors any intellectual and industrial property rights that could arise from the Projects including but not limited to the right to expose, reproduce, transform, communicate publicly, distribute, develop, improve, use, produce and commercialize the project result, in any format, for any media which actually exists or could exist in the future, analogical and digital, for an indefinite period of time, worldwide and for free.

During the Contest, participants will have to use as much as possible their own work and free of rights sources. Third parties' elements, including open source software, must be clearly identified with their version as well as the applicable terms of the license with such third party, and any other details concerning their use. In those cases where the identified third party's right is not commercially available, the project work may not be qualified to win the Contest.

Participant guarantees the Sponsors that it has not and shall not carry out any act liable to impede or hinder the Sponsors from using the rights assigned by means of this document in a full peaceful way and that the use of the projects shall not result in any legislation infringement, nor infringement of third parties' rights, agreeing to hold the Sponsors harmless from and against any concepts from any action or claim which may arise from or related to the assignment and/or use of the rights hereby granted.

## **11. LIABILITY**

The Sponsors are fully entitled to shorten, to extend, to modify or to cancel the Contest if the circumstances requires doing so, without any liability;

The Sponsors are fully entitled to disqualify a participant or a team who does not comply with the Rules established herein or acts in any other way which is deemed to be inappropriate by the Sponsors;

The Sponsors will not be responsible for any problems or technical malfunction related with any telephone networks, computer on-line systems, servers, providers, computer hardwares or softwares, traffic congestion, or any combination thereof, or any other technical problems related with any device or media.

Participants who are employees of a corporation, government agency, or an academic institution, are responsible for ensuring that their participation complies with any policies their corporation, agency, or institution may have regarding participation in contests of this type. If the Sponsors have any reason to believe that a participant violated any of those policies, the Sponsors reserves the right to prohibit the participant from participating in the event or receive an award at any time. The Sponsors are not responsible for any disputes arising between participants or between any participant with his/her employer.

## **12. PENALISATION**

In case a participant commits a serious breach of the present document according to the Sponsor's opinion, this person will have to return to the Sponsors all the costs of transportation, hotels, meals, etc. that the Sponsors may have incurred in him/her during the event.

## **13. CONFIDENTIALITY**

The participants will maintain as confidential the projects created and delivered to the Sponsors, as well as any data or information the participant may have access about the Sponsors concerning the Contest.

## **14. PERSONAL DATA**

We inform you that the personal data provided herein and throughout the Contest, will be incorporated in a file owned by SEAT, S.A. (herein after referred to as "SEAT") and also in a different file owned by ALTRAN INNOVACIÓN, S.L., (hereinafter referred to as "ALTRAN"), jointly referred to as Sponsors, it will be also included in a file owned by CIT UPC, (hereinafter referred to as "CIT UPC"), referred to as Organizer, aiming to manage your participation in this Contest, notify contest winners, present the corresponding awards and to inform them regarding news, products and services provided by the Sponsors, both in electronic or written media. Such information may be suited to your individual profiles.

You may exercise the rights to access, amendment, cancellation and opposition to the processing of your personal data, as well as to withdraw the consent given to receive commercial communications, regarding the processing carried out by SEAT, by written request to the address Autovía A-2, Km. 585, 08760, Martorell, Barcelona, or otherwise sending an e-mail to the following e-mail address [seat-responde@seat.es](mailto:seat-responde@seat.es) expressly stating the right you wish to exercise, your name, last name and a copy of your national identification number (DNI) or similar documentation. Also, in order to exercise such rights regarding the processing carried out by ALTRAN, you may send written request to the address Carrer Llacuna 56-70, Edificio A, 08005, Barcelona, or otherwise sending an e-mail address to the following e-mail address [info@carnetbarcelona.com](mailto:info@carnetbarcelona.com) expressly stating the right you wish to exercise, your name, last name and a copy of your national identification number or similar.

#### **15. APPLICABLE LEGISLATION AND JURISDICTIONAL COMPETENCE**

All disputes or claims arising from the interpretation or execution of these Terms and Conditions shall be governed by Spanish legislation and will be subject to the jurisdiction of the Courts and Tribunals of Barcelona city.