

Conditions of participation for the „CityTech RUHR Call 2020“

Date: March 25, 2020

Preamble

The CityTech RUHR Call is organized by Business Metropole Ruhr GmbH, Am Thyssenhaus 1-3, 45128 Essen, Germany, represented by its director Rasmus C. Beck, (hereinafter referred to as "**BMR**" or "**Organizer**"). The CityTech RUHR Call is an international competition for start-ups with the goal to find tailor-made Smart City solutions for concrete questions and problems of the cities of the Metropole Ruhr.

The topic of the CityTech RUHR Call 2020 is called:

CityTech Ruhr – International Tech Solutions for City Challenges!

The Metropole Ruhr is a region in Germany with the highest population density of more than 5 million inhabitants spread over 53 cities. The BMR is launching an international call for tech-startups in the field of Smart City.

The cities of Bottrop, Hagen, Gelsenkirchen and Bochum (hereinafter referred to as the "**Municipalities**") are participating in the CityTech RUHR project. They have developed certain Challenges to the current issues in their respective cities (hereinafter "**Challenges**"). Innovative companies and start-ups from all over the world are invited to apply with their proposed solutions for the Challenges.

With registration for the CityTech RUHR Call 2020 by submitting the documents by the closing date, the following conditions of participation shall apply.

1. Right to participate

- 1.1 Entitled to participate are start-ups, companies and freelancers from all over the world with a focus on Smart City and who have already developed a functional solution for one of the Challenges, documented by appropriate references.
- 1.2 Employees, partners and relatives of the Organizer are excluded from participation.

2. Submitting documents

- 2.1 A competition entry must mandatorily include the following documents :
 - 2.1.1 Completed entry form (displayed on the CityTech RUHR Call website at <https://business.metropoleruhr.de/projekte/citytechruhr/>); During the registration process one of the four challenges must be selected.
 - 2.1.2 Description of the proposed solution for a Challenge

The proposed solution must refer to one of the four challenges, which are described in detail on the CityTech RUHR Call website (see <https://business.metropoleruhr.de/projekte/citytechruhr/challenges/>).

3. Procedure of participation, Deadline

- 3.1 The registration for participation in the City Tech RUHR Call is made online using the participation form provided for this purpose. The submission of competition entry is only possible via this way. No liability is assumed for the failure of the website or the servers connected for uploading.
- 3.2 Participation requires a successful registration. During the registration, all data qualified as mandatory by the Organizer must be provided by true and complete information.
- 3.3 No participation fee is charged for participation in the City Tech RUHR Call.
- 3.4 The closing date for registration to participate in the CityTech RUHR Call is May 03, 2020, 12:00 am. All applications that have been uploaded to the BMR (<https://business.metropoleruhr.de/projekte/citytechruhr/jetzt-teilnehmen/>) by this date, that have been confirmed by clicking on the confirmation link and that meet the formal requirements will enter the competition.
- 3.5 Applications that do not meet the conditions of participation or whose participation documents are incomplete will not be accepted.
- 3.6 The Organizer reserves the right to reject applications or participants at any time without justification.
- 3.7 No legal claim to participation arises from the registration. In particular, there is no legal claim to participation in the event of a failure of the BMR website or the servers used for uploads.

4. Procedure of evaluation

- 4.1 After the end of the registration period, the Organizer will check all registrations for compliance with the conditions of participation and for completeness.
- 4.2 After the registration deadline, the participants shall be available for further requests.
- 4.3 A jury selected by the Organizer will select the nominees from all entries submitted in due form and time.
- 4.4 The nominees present their solution to the jury in webinars. From these nominees, the jury will select a winner for each respective Challenge.
- 4.5 The composition of the jury will be determined by the Organizer at his own discretion.
- 4.6 The criteria, on which the jury decision is based, are:
 - How does the proposed technology contribute to the actual solution of the problem?
 - What is the degree of innovation of the proposed solution?
 - Does the company or team have the necessary relevant expertise to implement the pilot project, which will be defined in the workshop?
 - Does it constitute a tested and functional applied technology that can be used in a pilot project?
- 4.7 The jury meeting is not public. All entries submitted will be viewed only by the Organizer, the jury members and, if applicable, other persons authorized by the Organizer.

- 4.8 The selection of applications is solely based on the decision and discretion of the jury of the CityTech RUHR Call.
- 4.9 Should certain participants be unavailable via the data they provided, the jury is entitled - but not obligated - to subsequently nominate other competition entries.

5. Procedure of the 3-month pilot phase

- 5.1 The four winners will be invited to a two-day virtual workshop on June 17 and June 18, 2020.
- During the workshop, the winners will meet the representatives of the four Municipalities and their business partners from the Metropole Ruhr.
 - The workshop offers the winners the opportunity to analyse and develop their solution approaches with the representatives of the Municipalities and business partners.
- 5.2 Each of the winners will be engaged by one of the participating Municipalities or the participating business partners with a pilot contract for the development of a concept or prototype. The municipality or the participating business partners will directly conclude a contract with the winner for the 3-month pilot phase – not the Organizer. The pilot phase is divided into the following phases:
- Project briefing during the two-day virtual workshop on June 17 and June 18, 2020 in the Metropole Ruhr;
 - Creation of the concept;
 - Presentation of the concept via webinar;
 - Implementation / creation of prototype;
 - Final presentation / briefing / training via webinar for frontend and backend (for software solutions).
- 5.3 Regarding the costs incurred for processing the order, reference is made to Section 6.2; with regard to remuneration, reference is made to Section 6.3.
- 5.4 The results of the pilot projects will be publicly presented by the municipalities at the Smart City EXPO in Barcelona in November 2020.
- 5.5 During the **Innovation Days** in December 2020 in the Metropole Ruhr the winners will present their solutions to the public. Afterwards the award ceremony will take place.

6. Costs, Prize

- 6.1 The participation in the City Tech RUHR Call is free of charge.
- 6.2 The participating Municipalities or business partners will commission the winners for the 3-month pilot phase as described in section 5.3 for a contract value of EUR 10,000 plus VAT, which shall cover all costs. The winners are not entitled to any claims against the Organizer. The Organizer is not liable for the actual commissioning of the winners by the Municipalities or business partners.
- 6.3 The Organizer shall pay the winners a fixed sum of EUR 1,500 incl. VAT for any labor, development, personnel, travel, catering and accommodation costs incurred during the Innovation Days in the Metropole Ruhr in December 2020.

- 6.4 Any transport costs for competition materials or other costs incurred shall be borne by the winners.

7. Early Termination, Exclusion

- 7.1 The Organizer reserves the right to change, cancel or terminate the competition at any time without prior notice and without justification. The Organizer may make use of this right in particular if a proper execution of the competition cannot be guaranteed for technical, legal or organizational reasons.
- 7.2 If the termination is caused by the behavior of a participant, the Organizer is entitled to demand compensation for the damage caused.
- 7.3 A corresponding right shall also apply if there are insufficient or insufficiently qualified participants in the competition to carry out the evaluation and/or awarding procedure.
- 7.4 The Organizer reserves the right to exclude individual participants from participation at his own discretion. In particular if participants violate against these conditions of participation or make use of dishonest aids or external services during participation or behave unfairly or improperly within the framework of the competition. In such cases, prizes may be subsequently withdrawn and reclaimed.

8. Exclusion of liability

Claims for damages against the Organizer by participants are excluded, except for damages arising from injury to life, limb or health, as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Organizer, its legal representatives or subcontractors. Furthermore, liability for the violation of obligations, the fulfilment of which is essential for the proper conduct of the competition and on the observance of which the participants can regularly rely (cardinal obligations), remains unaffected. In the event of a slightly negligent breach of these contractual obligations, the Organizer shall only be liable for the amount of the foreseeable damage typical for this type of contract, unless the participants' claims for damages are based on injury to life, body or health.

9. Examination of property rights before participation, Third party property rights

- 9.1 All copyrights and other intellectual or industrial property rights shall belong to the participants.
- 9.2 The Organizer recommends all participants - without legal advice being associated with this – to check whether the competition entries submitted, their design and any related inventions are legally protected or should be protected. With the publication of the contributions within the framework of the competition, these or the inventions associated with them may lose their novelty. As a result, later applications for property rights may not be possible or only possible to a limited extent or only within certain time limits. Participants are therefore responsible for any necessary applications for property rights prior to participation.
- 9.3 With regard to other rights the following applies:
- 9.3.1 By registering for the competition the participants guarantee that that the registered entry does not infringe the rights of third parties or offend against public decency.

- 9.3.2 Entries that violate a property right (trademark, utility model, patent or similar) are excluded from participation in the competition.
- 9.3.3 The participants affirm that they own the unlimited right of use of the competition entries, in particular to all relevant information, photos, parts of photos and other content, and that in the case of group participation the rights of all group members to the competition entry are clearly regulated. The participants guarantee that the submissions they have registered, as well as all documents and other data (e.g. photos, plans, sketches, renderings, etc.) submitted in connection with them, are free of third-party rights. Submissions that violate a property right, trademark, design right (design patent), utility model, patent, copyright or similar are excluded from participation. All participants must inform the Organizer upon registration whether any legal proceedings - competition law, patent law, trademark law, copyright law or other legal grounds for disputes in connection with the registered submission - are pending with regard to the contribution. The same applies with regard to corresponding out-of-court disputes.
- 9.3.4 All participants must - both at the time of registration and in the course of the competition after registration - inform the Organizer immediately if third parties assert rights with regard to the entry to be registered or entered, whether by means of an authorization request, warning, legal action or similar.
- 9.3.5 Should the Organizer be held liable by third parties on the grounds that their rights are violated by the participants, the participants shall indemnify the Organizer from all such claims. Participants shall be liable for damages, in particular claims of third parties, that arise from the violation of these conditions and shall indemnify the Organizer to the same extent. This obligation to indemnify applies in particular to violations of copyright and trademark law. The obligation shall not apply if the participants are not responsible for the act / omission complained of by the third party.
- 9.3.6 Electronically or analogously processed photos may not contain elements that are subject to the rights or claims of third parties, such as image parts from magazines, books, purchased CDs, photos of third parties, images of third parties, etc. Again, the liability lies exclusively with the participants.
- 9.3.7 The obligations to indemnify the Organizer shall continue to exist even if the objects, concepts, information materials, photos, image parts, contents, etc. concerned have already been withdrawn.
- 9.3.8 The obligations hereby assumed by the participants also apply without limitation to companies and persons who have agreed to evaluate one or more of the competition entries nominated in the CityTech RUHR Call within the framework of jury membership.
- 9.3.9 The participants shall consequently indemnify the Organizer from all claims of third parties that arise against the Organizer as a result of alleged or actual legal infringements in connection with the registered object. The participants shall also assume the costs of the necessary legal defense of the Organizer, including all court and legal costs in the statutory amount. This only does not apply if the participants are not responsible for the underlying legal infringement. The participants are also obligated to provide the Organizer immediately, truthfully and completely with all information necessary for the verification of the claims asserted and a corresponding legal defense in the event of a claim by third parties.
- 9.3.10 In the event that claims are asserted by third parties for a competition entry registered for the CityTech RUHR Call (out of court or in court), the Organizer is entitled to set a reasonable deadline for the participants, within which a clarification of the claims asserted by the

third party is to be brought about. If there is no legally binding clarification within this period, the competition entry will be excluded from further participation.

- 9.3.11 Special note: The Organizer is not obligated to delete the data in the cache of the websites of other providers, in particular of search engine providers after corresponding links have been established. Should the Organizer be claimed against by third parties on the grounds that their rights have been infringed by the data of the participants in the cache, the Organizer shall not be liable for any damages.

10. Nutzungsrechte zur Medien- und Pressearbeit

- 10.1 The winners who are invited to present the results during the Innovation Day grant the Organizer the non-exclusive right of use of all copyrights and ancillary copyrights for all contributions (photos, texts, illustrations, renderings, films, etc.) provided free of charge, unlimited in time, space and content, for the purpose of carrying out media and press work, online and offline as well as by means of television and/or radio, without the Organizer being obliged to name the authors of the contributions for all uses. The right of use applies to all types of use and not only in connection with the CityTech RUHR Call (including publication in printed matter, on the Internet, on data carriers of any kind), but also in connection with the Organizer's other exhibition and press purposes. For clarification:
- 10.2 The rights granted only refer to the advertising and distribution of the contributions. However, no rights shall be granted which enable the Organizer to dispose of further intellectual property rights (e.g. licensing) or to implement the competition entries. In this respect, the winners remain entitled to decide on the further use of their competition entries freely and without co-determination by the Organizer.
- 10.3 In addition, the winners grant the Organizer the right of archiving, i.e. the right to collect the image and information material and, if necessary, to publish it as a project-related collection, whether in print or online publications, and thus to reproduce, distribute and make the image and information material publicly accessible for these purposes. In the case of such collections that are published, the Organizer is obliged to name the author/designer if he has concrete information on this.
- 10.4 The Organizer is entitled to pass on the competition entry/submissions made available to the press and other comparable bodies upon request for the purpose of online and offline reporting as well as for reporting by television and/or radio on the CityTech RUHR Call / the virtual workshop / the 3-month pilot phase / the Smart City EXPO and the Innovation Days or the registered and, if applicable, prize-winning competition entry.
- 10.5 The winners bear the ultimate responsibility for the effective legal acquisition of the aforementioned rights of use with regard to any third party rights. Insofar as a transfer of rights to the Organizer is not successful, the nominees are liable for this in accordance with the guarantee. The winners shall indemnify the Organizer against any fees for use as well as against all claims by third parties, irrespective of the legal basis. The liability of the winners is otherwise governed by the statutory provisions.

11. Data protection

Participation in CityTech RUHR Call requires registration, for which the provision of personal data (user name, e-mail address) is essential. By registering, participants expressly agree to data processing by BMR in accordance with the provisions of the BMR's data protection declaration (available at <https://business.metropoleruhr.de/invest/datenschutz>).

12. Applicable Law

- 12.1 These Conditions of Participation are subject to German law, excluding International Private Law.
- 12.2 With regard to these Conditions of Participation, the Parties agree that the exclusive place of jurisdiction shall be Essen, Germany, as far as the Parties are merchants, legal entities under public law or special funds under public law, § 38 para. 1 ZPO.
- 12.3 The judges' decision of the winner is final.