

## TERMS AND CONDITIONS

### **1 Subject Matter/Preamble**

The Smart Mobility Idea Contest (hereinafter referred to as "Idea Contest") is offered by the student project Smart City Solutions (SCS) in cooperation with the service provider HYVE Innovation Community GmbH.

The initiator of the Idea Contest is SCS, a student initiative from TUM School of Management. SCS is represented by the private person, Ioana Szilagyi, located in Munich, Germany. The headquarter of HYVE Innovation Community GmbH is registered in Munich, Germany.

Subject of the Idea Contest is to submit innovative and sustainable ideas ("entries") related to the topic "Smart Mobility" between the 8<sup>th</sup> of June 2015 and the 31<sup>st</sup> of July 2015.

Typically, a participant will participate by submitting an entry to the Idea Contest. One can, however, participate in the Idea Contest in the form of commenting or liking the entries of other participants. The Idea Contest is hosted on a server of the service provider HYVE Innovation Community GmbH (hereinafter referred to as "HYVE") and may be accessed via the HYVE IdeaNet App the mobile application of HYVE. The mobile application is available from the Apple App Store (iOS) or from the Google Play Store (Android). Details on the procedures and awards of the Idea Contest can be found in the mobile applications and on the Smart City Solutions Idea Contest website, via the following link: <http://www.smart-city-solutions.com/idea-contest.html>

Entries can be submitted and altered in the submission phase starting on June 8<sup>th</sup>, 2015 and ending on July 31<sup>st</sup>, 2015. After termination of the submission phase no new entries will be taken into consideration.

### **2 Eligibility**

To be eligible to take part in the Idea Contest, participants must be age 18 or older (or, if according to the national laws applying to a participant, a higher age is required for full legal responsibility, this participant must be of at least such required age) on the date on which the participant registers for the Idea Contest.

Prospective entrants must first register to participate in the Idea Contest. By registering for the Idea Contest participants agree to be bound by these Terms and Conditions.

### **3 Participation**

In order to take part in the Idea Contest, participants are required to register via the the Smart City Solutions registration website mentioned above or via the HYVE IdeaNet App mobile application.

To register for the Idea Contest all participants will be required to provide their name, username, e-mail-address and a password. HYVE and/ or SCS will be allowed to use the submitted personal information in connection with this Idea Contest and will disclose such personal information only with the partner of the Idea Contest. HYVE, SCS and/ or the Partner of the Idea Contest may contact the participants after the

project via email. Participants must select a username, under which their entry will be submitted. All users must select a password to allow their access to the Idea Contest website/App.

A participant may end his or her participation in the Idea Contest at any time by sending a brief e-mail notification to SCS at [ioana.szilagyi@tum.de](mailto:ioana.szilagyi@tum.de). Termination of the participation shall not affect any rights or obligations incurred prior to the date of termination.

No purchase of any product or service by SCS, HYVE or any third party is required for participation in the Idea Contest.

No participant is entitled to use the trademarks or service marks provided on the platform as a result of his/her participation in the Idea Contest.

Entry submission is supported by a user-friendly submission procedure.

HYVE and/ or SCS will not accept entries which:

- contain inappropriate, obscene, defamatory, libelous, slanderous, profane, indecent or unlawful content;
- infringe intellectual property rights or misappropriate trade secrets or confidential information of third parties;
- constitute "hate speech", whether directed at an individual or a group, and whether based on the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group;
- contain viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of HYVE and/or any other third party;
- facilitate or promote gambling, or the sale or use of hard liquor, tobacco products or illegal drugs or any other illegal activity;
- otherwise restrict or inhibit any person's use or enjoyment of the Idea Contest or other services provided by the platform;
- contain confidential information of trade secrets of the submitting participant.

HYVE and/ or SCS shall not be required to keep the content of the entries confidential nor shall HYVE and/ or SCS be liable for the consequences of disclosure of such content.

In case two identical or very similar entries are submitted, SCS and/ or HYVE will only accept the first entry which is submitted in the Idea Contest. Whether entries are considered very similar lays in the sole discretion of HYVE and/ or SCS.

Entries which are incomplete, defaced or damaged will be deemed invalid and may be deleted by HYVE and/ or SCS.

Participants agree to be bound by these Terms and Conditions when entering the Idea Contest. Failure to comply with these Terms and Conditions will prevent a potential participant from participation.

Participants furthermore agree to abide by HYVE's and/ or SCS's decisions, which are final and binding. The details of evaluation of the entries will not be published. The participants have no entitlement to individual feedback or any explanation concerning the jury's decisions. HYVE and/ or SCS shall have no obligation to respond to any correspondence received from participants. Any recourse to the courts of law regarding the jury's decisions is excluded.

#### **4 Judging**

Judging is private. The jury is responsible for the selection of the best entries. Basis of these decisions are the discussions and likes of the community, the feedback from the experts and criteria such as innovation and/ or sustainability factor of the idea. The Jury members are:

- Georg-Friedrich Koppen – Head of the Mobility Planning Department, City of Munich
- Bernd Bienzeisler, Urban Systems Engineering, Fraunhofer IAO
- Arthur Dornburg - Founder and CEO von m+p e-Mobility
- Marcus Zwick - Head of Innovative Mobility Solutions, Siemens Mobility (not yet confirmed)
- Britta Muzyk – Founder and CEO of Capscovil GmbH
- Kirsten Broecheler - Public Affairs, MAN
- Andreas Lawrenz - Head of Technology & Innovation Management, MAN Truck & Bus AG

The jury is responsible for the selection of the three most interesting and best entries from private persons and three most interesting and best entries from companies, of the Idea Contest. The members of the jury will consider the opinions of the community and of the experts.

#### **5 Reward**

The three most interesting and best entries from private persons and three most interesting and best entries from companies as selected by the jury will be announced and published on the SCS [Website](#) and different media and social media channels. The selected participants will be notified via email.

It is not possible to appeal against the decision of the jury, operators or partners of this Idea Contest. Legal recourse is excluded.

#### **6 Timeline**

These are important dates to remember:

- Idea Contest start date: June 8<sup>th</sup>, 2015
- Idea Contest closing date: July 31<sup>st</sup>, 2015
- Jury debate: August 6<sup>th</sup>, 2015

#### **7 Jury decision**

The jury meeting is private and the jury is composed of a group of experts. The jury is responsible for the selection of the three best entries from private persons and three best entries from companies of the Idea

Contest. The members of the jury will consider the opinions and activities of the community and the feedback of the experts.

The jury's decision is final. The evaluation of the individual entries with regard to the evaluation criteria will not be published. The participants have no claim to individual feedback or any explanation concerning the jury's decision.

## **8 Intellectual Property and Right of Use**

### *8.1 General Assignment/License by entering the Idea Contest*

By entering the Contest, participants - free of all liens, encumbrances and rights exercisable by third parties- keep all intellectual property rights, i.e. all rights on the title and interest of whatsoever nature they may have in the material uploaded and thereby made known to HVVE and/ or SCS in the course of the competition (hereinafter referred to as "Materials"), including, but not limited to, rights relating to patentable inventions.

By entering the Contest, contestants irrevocably and unconditionally assign, to the extent legally possible, to SCS and/ or HYVE a worldwide, non-exclusive right of commercialization the content within the Contest and in relation to the Contest. This scope of license includes all fields of publication, for example the right to publish, distribute in any medium in physical or non-physical form, exploit, as well as the right of online-use of the Materials in all communication networks (Internet etc.).

Any rights granted by the participant to HYVE and/ or SCS under this Section may be assigned further by HYVE and/ or SCS to affiliates of HYVE (15ff Aktiengesetz - German Code of companies limited by shares) and the sponsor.

### *8.2 Re-assignment/Waiver of License for non-selected entries*

HYVE and/ or SCS will possibly internally evaluate the non-selected Materials regarding feasibility of implementation as well. For this reason the participant shall - for a period of six (6) months following the end of the Idea Contest - not assign to any third party any intellectual property rights, i.e. any right, title or interest of whatsoever nature they may have in the Materials and shall not grant any rights to use the Materials to any third party. During this period the participant commits to enter into assignment and/or license discussions with HYVE and/ or SCS in order to enable assignment and or license grant to HYVE and/ or SCS on friendly, reasonable and non-discriminatory (FRAND) terms.

## **9 Consent to Publication/Data Protection**

The participant consents to the use of his/her entry by HYVE/ and SCS, its designees, and the partner for public relations purposes, including, but not limited to, advertising, printed documents and/ or use in the media. The participant further accepts that all submitted entries will be published in the World Wide Web. The participant agrees to the publication of his/her name and idea if selected to be rewarded. The participant waives any claim to royalty, right or remuneration for the rights of use described in this section.

The collection and storage of personal information for the purposes of the Idea Contest will be conducted in accordance with all applicable data protection laws of the Federal Republic of Germany and the EU-Directive for Data Protection. Specifically, the data collected in the process of this Idea Contest may be used to contact a participant and inform him/her whether his/her entries have been selected by the jury.

Personal data concerning the submission of entries will only be collected, processed and used by SCS and/ or HYVE for administration purposes and for the evaluation of the results. All personal data will remain confidential and will not be revealed to third parties.

By registering and as a consequence thereof agreeing to these Terms and Conditions the participant allows HYVE and SCS to keep him/her informed about further projects via email. Thereby, the participant also agrees with the collection, processing and use of his/her personal data for this purpose.

The personal data will be stored at SCS and/ or HYVE and will be handled according to the regulations as stated by the German data protection law. SCS and HYVE guarantee that all customer data will be handled as confidential and will demand the same in writing from any contractors and/or cooperation partners.

It is possible to contact HYVE (HYVE Innovation Community GmbH, Schellingstrasse 45, 80799 Munich, Germany) or SCS (Smart City Solutions, Ioana Szilagy, Westendstr.79, 80339 Munich) at any time to revoke the consent to use or processing of personal data and to request the deletion of all personal data.

## **10 Release**

The participant warrants that any entry submitted in the course of the Idea Contest shall not infringe any right including but without limitation intellectual property rights, industrial property rights, copyrights, trademark rights, rights in trade dress, industrial design rights, patent rights, or privacy rights or rights of publicity, rights in trade secrets, rights in protectable entries or concepts of any person anywhere.

A submission includes but is not limited to: (a) the graphic design(s) developed for the Idea Contest; (b) variations and elements of the graphic designs; (c) images, photographs, artwork, writings and prototypes which are part of or which describe (a) or (b), (d) strategic concept(s) and images, photographs artwork, writings and prototypes which are a part of or which describe the selected strategic concept(s); (e) research findings in the form of reports and presentations; and (f) any other material developed for the Idea Contest.

The participant agrees to release and hold HYVE and SCS harmless from any and all losses, damages, claims, rights, liability and actions of any kind brought against HYVE and/ or SCS in connection with the participant's entry.

## **11 Disclaimer**

HYVE and/ or SCS are not responsible for entries not received due to lost, failed, delayed or interrupted connections or miscommunications or other electronic malfunctions, or due to lost, late, mutilated, illegible, incomplete, insufficient postage or misdirected mailed entries. HYVE and/ or SCS are not

responsible for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Idea Contest or by any human error which may occur in the processing of the entries in this Idea Contest.

Most of the content posted on the Idea Contest website or via the HYVE IdeaNet App mobile application is provided by third parties. Such third-party content is the sole responsibility of the person creating that content. HYVE and/ or SCS do not control, and are not responsible for this third-party content. HYVE and/ or SCS do not warrant or guarantee the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any content regardless of who creates that content. The participant expressly understands and agrees that he or she bears all risks associated with using or relying on that content.

The Idea Contest website or the HYVE IdeaNet App mobile application may contain links and references to the web pages of third parties. HYVE and/ or SCS shall have no liability for the content of such web pages and do not make representations about or endorse such web pages or their contents as its own, as HYVE and/ or SCS do not have control over the information or contents on such web pages, nor shall HYVE and/ or SCS be liable for the quality, correctness or completeness of any third party information expressly provided on the Idea Contest website or in the HYVE IdeaNet App mobile application as third party information.

## **12 Miscellaneous**

All legal relations between HYVE and/ or SCS and the participant shall be exclusively governed by and construed in accordance with the laws of the Federal Republic of Germany. Any conflict regarding the Idea Contest or the Terms and Condition shall be subject to the exclusive jurisdiction of the Courts of the Federal Republic of Germany.

HYVE and/ or SCS reserve the right to modify these Terms and Conditions at any time, without advance warning or notice, and/or to suspend, withdraw or cancel the Idea Contest for any reason and at any time, without incurring any liability. Furthermore, HYVE and/ or SCS reserve the right to exclude at any time a participant who is not willing to abide by these Terms and Conditions, without incurring any liability for such exclusion.