

PARTICIPATION LEGAL BASES AND PRIVACY POLICY OF "SELECT 4 CITIES 2019"

1. DEFINITIONS

Bases: hereinafter referred to this legal bases of Select 4 Cities 2019.

Challenge: as defined in Clause 4.

Closing Date: as established in Clause 5.

Entrants: according to the eligibility criteria and requirements set out in Clause 9

IOT: Internet of Things.

Platform: as referred to the Antwerp deployment and the Helsinki deployment in Clause 4.

Prize: as herein defined in Clause 12.

Submission: As established in Clause 8

2. ORGANISER

Indra Soluciones Tecnológicas de la Información, S.L.U., with VAT number B-88018098, incorporated in the Commercial Register of Madrid, with its registered office in Alcobendas (Madrid), Avenida de Bruselas, 35.

3. TERRITORIAL SCOPE

Although the result of the challenge are for the cities of Antwerp and Helsinki, the territorial scope is not limited to participants of both cities, but of any part of the world.

4. OBJECT OF THE COMPETITION

The Challenge is an opportunity for individuals and teams to submit a project (hereinafter defined) that leverages Smart cities and the IOT to solve the challenges presented. Not only focused on urban areas thus any environment related to: buildings, open areas, public services... Because of that, making use of the platform Onesait, developed by Minsait (an Indra company), allowing to connect different devices and its systems, uncovering the data of the real-world trough IOT. Available platforms are:

- Antwerp deployment: [<https://antwerp4cities.onesaitplatform.com>]
- Helsinki deployment: [<https://helsinki4cities.onesaitplatform.com>]

5. TIME SCHEDULE

Registration for this Challenge closes on 18/03/2019, 23:59 (CET Time) ("Closing Date").

The Challenge officially starts on 21/03/2019 and finishes on 29/03/2019 for both cities: Helsinki and Antwerp.

Presentation of results and awards will be 02/04/2019 for Helsinki and 04/04/2019 for Antwerp.

6. CONTACT INFORMATION

The contact address for any queries or doubts is:

- support.antwerp4cities@onesaitplatform.com
- support.helsinki4cities@onesaitplatform.com

7. PROJECT SELECTION EVALUATION AND SELECTION OF WINNERS

The evaluation is based on the following criteria:

Selection criteria to enter competition phase of the challenge will be:

	Very Bad (1)	Bad (2)	Solid (3)	Good (4)	Very Good (5)
1.1 Ambition of idea	There are already existing solutions for this problem that are identical or very similar.	The new solution provides a better/faster/clearer way to attack the problem than existing solutions	The new solution adds functionality beyond that provided by the old solutions	The new idea tackles a problem that has been overlooked or ignored in the past, or attacks a problem with a new angle / on a bigger scale / on a higher level.	The new project attacks an entirely new problem, and provides a good solution.

1.2 People Impact Total impact of the idea	The functionality provides little to no benefit to the "end user"	The functionality provides little to no benefit to the "end user"	The functionality provides significant benefit to the "end user"	The functionality provides significant benefit to the "end user"	The functionality provides significant benefit to the "end user"
1.3 Innovation of Solution	The chosen technology and design is already deeply established	The solution adds a new twist on established design	The project adds a major departure from established design	The project makes a profound break from established design	The technology or design breaks new ground, but in the industry at large

FINAL EVALUATION CRITERIA

	Very Bad (0)	Bad (1)	Solid (2)	Good (3)	Very Good (4)
1.1 Ambition of idea	There are already existing solutions for this problem that are identical or very similar	The new solution provides a better/faster/clearer way to attack the problem than existing solutions	The new solution adds functionality beyond that provided by the old solutions	The new idea tackles a problem that has been overlooked or ignored in the past, or attacks a problem with a new angle / on a bigger scale / on a higher level	The new project attacks an entirely new problem, and provides a good solution

<p>1.2 People Impact</p> <p>Total impact of the idea</p>	<p>The functionality provides little to no benefit to the "end user"</p>	<p>The functionality provides little to no benefit to the "end user"</p>	<p>The functionality provides significant benefit to the "end user"</p>	<p>The functionality provides significant benefit to the "end user"</p>	<p>The functionality provides significant benefit to the "end user"</p>
<p>1.3 Innovation of Solution</p>	<p>The chosen technology and design is already deeply established</p>	<p>The solution adds a new twist on established design</p>	<p>The project adds a major departure from established design</p>	<p>The project makes a profound break from established design</p>	<p>The technology or design breaks new ground, but in the industry at large.</p>
<p>2.1 Quality of Implementation</p> <p>Ability for the team to reach a conclusion about the viability of the project</p>	<p>The team was not able to offer a conclusion.</p>		<p>The team offered a definitive conclusion with no reason, or evidence backing it.</p>		<p>The team offered a definitive conclusion with a well thought out reason, or evidence backing it.</p>

2.2 Usability of implementation	Implementation not usable	Very limited usability	Development is usable	Implementation is usable and valuable	Implementation is usable, useful, valuable and desirable
2.3 Quality and completeness of the prototype	No development at all	Prototype is under construction	Prototype is completed for presentation purposes	Prototype is completed with several issues to be solved, but it doesn't affect regular work	Prototype is completely done and working as expected
2.4 Adding new data sources	No new data source or data stream has been ingested		One new data source has been inserted to the platform		2 or more data sources has been inserted
2.5 New data streams	No new data stream has been ingested into the platform		1 new data stream has been inserted to the platform		2 new data stream has been inserted to the platform

2.6 New IOT Device	No IOT device is included in project idea	New IOT device is designed but not developed	IOT device has been developed and working to testing purposes	IOT Device is working as expected with issues but it doesn't affect regular use	New IOT device is included and working as expected
3.1 Quality of Presentation Ability for the judges to clearly understand (a) what the desired functionality is, and (2) see that the functionality is behaving as expected.	The visualizations obscured the functionality, and the desired functionality was unclear	The visualizations obscured the functionality, and the desired functionality was poorly explained	The visualizations were difficult to understand and the functionality was poorly described/explained	The visualizations were clear but the functionality was poorly described/explained	The visualizations clearly showed the functionality working as described

8.- SUBMISSIONS

To enter, following steps are required:

1. Participant can register as a team or individual. Teams can be a mix of participants with one or three members. Participants cannot be a member of more than one team nor may each team submit more than one hack idea. Application and participation information is available on the event website www.challenge4cities.onesaitplatform.com

2. The deadline for applying for the Challenge is 18/03/19 and can be done via the event website www.challenge4cities.onesaitplatform.com. Once registered, a confirmation of receipt of the registration will be sent to the applicants by email.
3. If it is discovered that an Eligible Entrant is found to have participated more than once, then (in the sole and absolute discretion of the Organizers) he/she, the team(s) and all the Eligible Entrants participated with may be disqualified from the Challenge and corresponding Submissions (as set out below) may be subject to disqualification.

By completing and demonstrating a submission, each eligible entrant agrees that the submission (and each individual component thereof) complies with all conditions stated in these rules and regulations. The organizers, sponsors, or any of their respective officers, directors, employees or agents (collectively the "released parties") will bear no legal liability regarding the use of any submission by the organizers (or any other entity). The released parties shall be held harmless by each eligible entrant in the event it is subsequently discovered that he/she or the team has departed from or not fully complied with any of these rules and regulations.

The admission of teams or individuals to the competition is on a first-come, first-served basis and is to be limited to no more than 10 teams per city or as is compatible with the organizational and logistical needs of Minsait. If more than 10 teams have submitted applications, Minsait will select those teams whose individual members best meet the organization's current recruiting needs

Each team must be given a name as chosen by its members. Team names must not be connected in any way with the names of companies or registered trademarks or use expressions that incite violence or are discriminatory, obscene, or represent any form of defamation. Failure to comply will result in disqualification.

Teams may not be changed once the competition has begun, and should even just one member of a team leave the competition, the entire team will be rendered ineligible

9.- ELIGIBILITY CRITERIA AND REQUIREMENTS

This Competition is open to residents worldwide who meet the following criteria:

- a. Entrants must be 18 years of age or older at the time of entry. Age may be verified prior to awarding a Prize.
- b. Entrants who are employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless where they live) or members of household of Indra or their respective parent companies, affiliates, and subsidiaries (the "Competition Entities") and any individual connected with the production or distribution of this Competition are not eligible to enter or be awarded a prize.

By participating in the Challenge, each participant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Organizers, and further warrants and represents that his/her team's Submission:

1. The projects must be developed using solutions, API and data from the Onesait platform.
2. Do not include or refer to any external data, except those specifically designated during the Challenge, or those available through open sourced and public platforms.
3. Entries that exploit bugs in the Sponsor software, or otherwise violate the spirit of the Competition, will be rejected.
4. Entries that attempt to harm the Sponsor or otherwise create an unfair advantage over other entrants will be rejected.
5. Entries cannot be in violation of any law, regulation or third-party rights.
6. By submitting an Entry, you warrant and represent:
 - a) that it is your (or your team's) original work;
 - b) That it has not been previously published, sold or submitted in any other competition, promotion, or contest;
 - c) That it has not won previous awards; and
 - d) That it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity;
 - e) That it was not developed in any substantive form prior to the event, though ideation, research and material gathering are permitted.

7. Entries must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Sponsor, or any third party.
8. **Entry materials must be in English.**
9. Entrant must make the Entry available free of charge and without any restriction, for testing, evaluation and use by the Sponsor and judges during the Competition Period. If the Entry includes software that runs on proprietary or third-party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets, or desktop computers, Sponsor reserves the right, at its sole discretion, to require the Entrant to provide physical access to the hardware upon request.
10. Entrants must bring or obtain whatever hardware and/or software they believe they need to participate (e.g. laptops, phones), including any necessary chargers.
11. All information provided to register for the Competition must be true and correct. Being responsible for keeping such information up-to-date.

10.- SELECTION

The teams or individuals selected in accordance with the General Regulations above will receive official confirmation of their acceptance to the challenge sent to the e-mail address provided at the time of registration. This official notification will also provide details on the initiative and all information needed. (For more information, see section 5.)

a) The competition

After Registration and before 18/03/2019 teams would present their projects ideas and work plan.

On 20/03/2019, selected teams would be communicated, after this date the challenge has officially started.

All teams will have access to a group of mentors, selected by Minsait, who will observe and assist the teams in defining the project and will support them

throughout the days of the competition as they work to produce the prototype or mock-up.

Without prejudice to the provisions, should even just one member of a team decide to leave the competition prior to end of development phase, the prototype or mock-up produced will not be evaluated by the judges, and the team will automatically be disqualified from the competition.

Development phase will finish at 29/03/2019, for Helsinki and Antwerp, at the end of the competition phase, each team must present the output of their efforts in accordance with the instructions provided by Minsait. After all presentations all done, winners will be announced.

b) Presentation of the product

At the end of the development period, each team will present their work for evaluation by the judges. (For more information, see section 5.)

Presentation must include a Lean Canvas Model, explaining an actionable and entrepreneur-focused business plan. Focusing on problems, solutions, key metrics and competitive advantages. Following available structure in <https://canvanizer.com/new/lean-canvas>.

11.- DISQUALIFICATION

Team may disqualify, at organizers' sole discretion, entries (including, without limitation, content submitted in connection therewith) that

Submission: (i) contains any element or content that is malicious, corrupt, damaged, incomplete, inappropriate, or offensive; (ii) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Submission; (iii) infringes any intellectual property rights of any third party; (iv) violates any applicable law; or (v) violates or does not comply with these terms.

Team behavior: (i) verbal abuse of another participant or the Organizer's staff; (ii) inappropriate touching or harming of another participant or the Organizer's staff; (iii) breach of these terms or any other agreement entered into in connection with this Challenge; (iv) compromising (or attempting to compromise) the spirit, integrity or legitimate operation of this Challenge, including by cheating, hacking, creating a

malicious bot or other automated program, or by committing fraud in any way; or (v) where continued participation may affect your health or personal well-being.

12.- PRIZES

The prize, consisting of 3.000€ for first place, 1.500€ for second place and 500€ for third place; is payable to either the First, Second or Third Prize winning Eligible Entrant or Team. In the case of a winning team is their responsibility to divide equally the prize among each team member.

12.- ONESAIT PLATFORM TERMS AND CONDITIONS

When registering and logging to Onesait, you declare to have read, accept and understand “the legal terms and conditions of use”, available in <https://www.onesaitplatform.online/controlpanel/login> when signing up.

13.- PROTECTION OF INTELLECTUAL PROPERTY AND COPYRIGHT

All submissions to the Challenge remain the intellectual property of the individuals or organizations that developed them. By registering, consenting to the terms of the Challenge, and entering a Submission, however, the Participant agrees that the organizers and technology partners reserve an irrevocable, nonexclusive, royalty-free license to use, distribute to the public, and publicly display and perform a Submission for a period of two years starting on the date of the announcement of contest winners as an example of work. We encourage participants to open source their projects to both share their hacks with the greater community and promote innovation in this space.

By submitting an Entry or accepting any prize, participant represent and warrant the following: Not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless being the owner of such rights or have permission from their rightful owner to post the content; and the content submitted by you does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

Participant represents and warrants that he or she is the sole author and copyright owner of the Submission, and that the Submission is an original work of the Participant, or if the Submission is a work based on an existing application, that the Participant has acquired sufficient rights to use and to authorize others, including the sponsors, to use the Submission, and that the Submission does not infringe upon any copyright or upon any other third party rights of which the Participant is aware, and that the Submission is free of malware.

14.- DATA PROTECTION AND PRIVACY

The personal data collected on the occasion of the event called IoT & Big Data Challenge, will be treated by Indra Soluciones Tecnológicas de la Información S.L.U. (hereinafter Indra), with VAT number B-88018098, incorporated in the Commercial Register of Madrid, with its registered office in Alcobendas (Madrid), Avenida de Bruselas 35, Arroyo de la Vega (Alcobendas), 28108 Madrid. This treatment will be carried out in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal data and the free circulation of these data, and Law 3/2018, of December 5, Protection of Personal Data and guarantee of rights, in order to manage the event IoT & Big Data Challenge, being the delivery of the Personal data required for registration and participation in the event and mandatory to carry out the same.

Indra undertakes to adopt the corresponding security measures in order to guarantee the due confidentiality and protection of the Personal Data required in order to avoid the loss, misuse, alteration, unauthorized access and theft of Personal Data provided by the participants of the event . In the same way, Indra will store the data in the Company's systems for a maximum period of two years, and may, if appropriate, provide such information to the companies that make up the Indra Group, both those located in national territory as well as outside it.

The participating user guarantees that the Personal Data provided to Indra on the occasion of this event is true and is responsible for communicating to the latter any change in them.

Indra could use such data in order to develop and manage its registration and participation in the event / contest, since obtaining them is a necessary condition to participate in it.

The legality of the data processing for the purposes described will have its origin in the consent granted in a personal capacity by the owner thereof in accordance with the provisions of art. 6.1 a) of Regulation (EU) 2016/679 of the European Parliament.

The participants / users may exercise the rights of access, rectification, deletion, opposition, portability and treatment limitation (or any other recognized by law) through communication addressed to the e-mail address: dpo@indra.es

In the same way, the participants / users have the right to withdraw the consent granted for the processing of their data at any time, as well as to submit a claim or request related to the protection of their personal data before the Spanish Agency for Data Protection.

15.- APPLICABLE LAW AND JURISDICTION

The Challenge shall be governed by and construed in accordance with the laws of Spain including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the Submission of any other jurisdiction's laws.