

# Terms & Conditions

## Terms and Conditions of #Map\_IT Competition

In order to participate in #Map\_IT or to attend this competition (hereinafter referred to as the "Competition"), you must first accept these Terms and Conditions. If after reading these Terms and Conditions, you decide not to accept them, please do not confirm the attendance or attend the Competition. If you confirm the attendance to the Competition, you will declare that you have read and understood these Terms and Conditions and that you accept them.

### 1. Initial Provisions

1. These Terms and Conditions (hereinafter referred to as the "Terms") specify the rules and process for conducting the Competition organized by HERE Global B.V., registered at Kennedyplein 222, 5611 ZT Eindhoven, The Netherlands (hereinafter referred to as the "Organizer").
2. The Competition takes place on November 17-18, 2018 at Akademia Gurniczo Hutnicza and Uniwersytet Jagielloński in Krakow, Poland.

### 2. Conditions of Participation

1. The Competition is intended for natural persons who, at the time of registering for participation in the Competition, meet the following criteria:
  - a) are 18 years of age or older,
  - b) possess full legal capacity,
  - c) have read the content of these Terms and accept their provisions.
2. The Organizer's employees who are directly involved in the work related to the Competition and members of their families (family members mean: ascendants, descendants, siblings, spouse's siblings, spouse's parents, relatives in the sideline to the first degree and persons in the adoption or marriage ratio) are prohibited from participating in the Competition.
3. Participation in the Competition is free and voluntary.

### 3. Protection of Personal Data

1. The personal data of those interested in the participation in the Competition is incorporated into the ownership of a file of the Organizer, in order to process the application for registration, organize and manage the Competition and provide information about other events or events organized by the Organizer in the future.
2. With the acceptance of these Terms, the participant consents and expressly authorizes the Organizer so that their personal data are for the exposed purposes and that their data is transferred in favor of those partners or sponsors of the Organizer for the purpose that they can materialize the prizes that, in this case, are offered to the participants.
3. Participants accept that their identity is published on the website of the Organizer as a confirmed participant in the Competition.
4. Those interested can exercise their rights of access, rectification, cancellation and opposition by sending a certified letter to the Organizer with a copy of their ID, clearly indicating the right exercised. If the processing of the data in question is necessary for the provision of the service or the monitoring of a project by the Organizer, its relationship with the interested party can be resolved immediately and unilaterally.

#### **4. Competition Rules**

1. In order to participate in the Competition applicants must register via the website <http://www.map-it.com.pl/>.
2. During the Competition, participants will work in teams (hereinafter "Team"), consisting of a minimum of 2 people.
3. Each member of the Team is treated as a Competition participant (hereinafter referred to as "Competition Participant"). If the person applying to participate in the Competition already has a Team, each member must register individually and add the name of the Team to which they belong to on the registration form.
4. Individual applicants will be able to form a Team or join existing Teams during the Competition.
5. The selected individuals or Teams will be informed by e-mail about qualifying for participation in the Competition.
6. The Organizer reserves the right to limit the number of entries submitted to the Competition.
7. During the Competition, the Team works on a single Competition Project.
8. The prizes or distinctions specified in the Terms will be awarded to the Competition Participants who, in accordance with the Competition Terms and schedule, will present the best competition entries in the jury's opinion.
9. Competition Projects must refer to one of 5 topics of the Competition: (i) Smart Mobility, Transportation and Logistics; (ii) Sport and Tourism; (iii) Social Responsibility; (iv) Environment and (v) Smart Cities.
10. The Competition lasts 36 hours. The competition starts at 09:00 on 17 November 2018, ending at 21:00 the next day.
11. Competition Participants taking part in the Competition are tasked with creating a solution from scratch ("Competition Project") during the Competition. All proposed solutions, case studies should be built based on Here API. Participants must register on [developer.here.com](http://developer.here.com) in advance to get a free access to HERE APIs. Participants may use publicly available programming libraries and are required to use their own equipment during the Competition, including but not limited to laptops and software, and cellphones.
12. The Competition will be conducted according to the following schedule:
  - 1) Announcement of the Competition theme: 14.05.2018
  - 2) Registration: 14.05. – 10.11.2018
  - 3) Competition and Announcement of Winners: 17-18.11.2018
13. During the Competition, the Organizer provides a place to work with access to the internet.
14. Competition Participants will be provided with meals and drinks.
15. The Organizer does not cover the travel costs.
16. During the Competition, mentors will be available – i.e. representatives of the substantive areas of the Organizer who will support the Competition Participants and provide advice and answers to questions about the process of creating the Competition Project. Mentors will be available in the time intervals indicated by the Organizer.
17. Participants of the Competition will present their Competition Projects to the jury. The time of presentation of one Competition entry may not exceed 5 minutes.
18. Ideas or projects whose presentation, execution or development is susceptible to infringing the law and/or violating the rights of a person or group will not be admitted. Competition Projects that promote violence or discrimination based on sex, age, beliefs, ideology or any other reason will not be accepted either.
19. In the event a Competition Participant or a Team violates the provisions of the Terms and/or generally applicable provisions of law, the Organizer will have the right to disqualify the given Team.

## **5. Prizes**

1. Competition entries will be evaluated by the jury composed of: 14 persons who are representatives of the Organizers and Guests).
2. Competition entries will be evaluated according to the following criteria: a) Innovation and attractiveness of the solution, b) Interdisciplinarity, c) Business potential, d) Technical Complexity and f) Method of presentation.
3. Jury will nominate one Team from each topic to the final round of presentation. Out of these 5 teams the jury will announce the main prize winner and 4 second places.
4. The Organizer provides prizes to the winners, as follows:
  - a) 1st place 2,000€ (gross) to the Team
  - b) 2nd places 750€ (gross) to the Team.

The Organizer shall deduct from the above prizes applicable taxes as required by Polish law.

5. The Organizer or its guests may award additional prizes to the Competition Participants.
6. The decisions of the jury are final and cannot be appealed.
7. Subject to point 4 above, the Organizer is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize. Each winner is required to independently declare and pay any applicable taxes and charges that a prize gives rise to in the winner's jurisdiction.

## **6. Intellectual Property Rights**

1. The Competition Participants shall be the owners of all intellectual property rights to works created during the Competition.
2. The Competition Participants declare that the project implemented during the Competition is their authorship and does not violate any rights of third parties. The Competition Participants also declare that they assume full and unlimited liability for any claims of third parties directed against the Organizer, arising in connection with the Competition Participants' performance or activity related to the Competition Project.

## **7. Image rights**

1. By participating in the Competition, the Competition Participants grant the Organizer permission to record their image on photographic and video materials for promotional purposes for an indefinite period of time, without restrictions and without remuneration. The Organizer shall also have the right to publish and publicly display through different communication channels (including press releases and entries in blogs and other channels such as Twitter, Facebook, etc.) the images of Competition Participants and other Competition Project information for any purpose, without any financial compensation to the Competition Participants.

## **10. Cancellation of the Competition**

The Organizer reserves the right to cancel or modify the Competition.

## **11. Risks and Liability**

1. Assumption of risks. Although the Organizer makes its best efforts to create a secure environment in the Competition, there is a possibility of accidents or other setbacks. Competition Participants shall do their best to avoid the possibility of being injured in the Competition. Competition Participants commit to carefully consider the risks inherent in any activity in which they choose to participate and to take reasonable precautions before attending the Competition or participating in it. Participants understand

that their attendance at the Competition is voluntary and they undertake to assume responsibility for any resulting injury to the maximum extent permitted by applicable laws.

2. Exemption from liability. Competition Participants (in their name, that of their heirs, personal or designated representatives and anyone who may file a claim on their behalf) hereby release, waive, exempt and agree not to sue the Organizer and their respective parent companies, subsidiaries, affiliates, directors, officers, partners, shareholders, members, agents, employees, distributors, sponsors and volunteers for any claim, demand, right of action, damage, loss or expense (including procedural costs and reasonable legal fees) that may arise or result from their attendance at the Competition, except in case of gross negligence of the Organizer.

3. Exemption. Competition Participants agree to hold harmless the Organizer, its parent companies, subsidiaries, affiliates, directors, officers, employees, agents and representatives, from any and all claims or demands made by third parties, related to their attendance at the Competition.

## **12. Interpretation**

1. Any doubt or discrepancy arising from the application or interpretation of these Terms during the Competition, will be resolved ultimately by the Organizer. The Terms are governed by the laws of the Netherlands without giving effect to conflict of laws provisions. Sole venue will be in the courts of Amsterdam, the Netherlands.

## **13. Final Provisions**

1. The Organizer reserves the right to change the Terms, if it is dictated by important reasons independent of the Organizer.

2. The Organizer will inform the Competition Participants about the change of the Terms by electronic means and will place the Terms in the new wording on the website <http://www.map-it.com.pl/>.

3. During the Competition the Competition Participants may not be under the influence of alcohol or drugs.

4. These Terms are published on the website: <http://www.map-it.com.pl/>.