

Terms and Conditions of the Challenge

BY PARTICIPATING AT THE [#HackClimaMadrid: el reto de la tecnología ante el Cambio Climático](#)

YOU AGREE TO THE FOLLOWING OFFICIAL TERMS AND CODITIONS OF THE #HackClimaMadrid ("RULES").

1. Organizing Company

IBM S.A. ("IBM") a private company incorporated with limited liability, organized and existing under the laws of Spain, having its registered office at Calle Santa Hortensia, 26 – 28 28002 Madrid (hereinafter referred to as the "Organizer"), organizes a free challenge without any obligation whatsoever, named #HackClimaMadrid, el reto de las nuevas tecnologías en el Cambio Climático ("Challenge").

2. Challenge Period

The Challenge begins at the IBM Client Center, located at Corazón de María 44 Madrid 28002 as of 14:00 pm CET on 13th December 2019 and will end no later than 22:00 pm CET on 13th December 2019 ("Challenge Period"). Should there be a change to Challenge period, it will be announced by the Organizer.

3. Challenge

The purpose of the #HackClimaMadrid Challenge is to ask developers to outthink and build technological solutions that can help in the fight against the Climate Change. During the #HackclimaMadrid, technological prototypes will be developed with the objective of fighting against climate change. These prototypes should be deployed in IBM Cloud for presentation.

#HackclimaMadrid is an IBM initiative that will be part of the Madrid agenda for Climate Change, on the occasion of the **XXV Conference of the Parties on the UN Framework Convention on Climate Change**, also known as the annual United Nations Climate Summit or [COP25](#).

The event is aimed at students and professionals who want to collaborate in the search for technological solutions that help in the fight against climate change.

All participants must register to the challenge individually through the registration form of the Organizer, confirming they have read and accepted this participation agreement.

Participants will join the challenge as a team of three to five members, being every member older than 18 years and with residence in Spain. In case participants do not have their own group, IBM will try to assign you to an open group.

The ideation phase will start at 2:00 pm and will finish at 10:00 pm on December 13th, During ideation phase participant teams will send their ideas fulfilling a template created by the Organizer for this challenge.

After the ideation phase, the judges will assess the ideas and announce three finalists that will present their solution elevator pitch.

4. Judging

A panel of judges will evaluate each Submission using a combination of judging criteria:

The application must be minimally functional, showing the correct functioning of the main idea. Applications with simple user registration, landing pages or mockups without functionality will be excluded. Only applications developed from scratch will be accepted, allowing the use of frameworks, third-party libraries and any type of development tools.

All projects must have been deployed in IBM Cloud during the event in order to be presented.

The use of open data sources facilitated by public administrations or private entities, such as:

Open data portal of the Madrid City Council: <https://datos.madrid.es>

Each submission will be scored based on the following criteria with a minimum score of 0 and maximum score of 100 points, with the final score being the average of the judges' scores and an assessment of:

- Creativity and innovation. Utility in relation to the Hackathon topic (40 points)
- Use of available technology (20 points)
- Difficulty (20 points)
- Presentation (20 points)

Criteria will be objective and will not be influenced by business opportunities. If no prototype/solution meets these criteria, IBM can declare no winner for the #HackClimaMadrid competition.

The current list of judges is made up with:

- Elisa Martín Garijo, Distinguish Engineer. Chief Technology Officer for IBM, CTA for Barcelona Supercomputing Center and Member of Academy of Technology
- Olga Blanco, Executive Partner. IBM Global Business Services and Blockchain Leader IBM Spain, Portugal Greece and Israel SPGI
- Berta Fernández, Cognitive and Blockchain Executive Architect. IBM Global Business Services
- Javier Roncero, Director Comercial de Sector Público. IBM
- Martín Javier Maceira, Delivery & Integrated Operations. IBM Global Technology Services
- M^ª Jesús Villamediana Díez, Gerente del IAM (Informática del Ayuntamiento de Madrid)

Judges are subject to change in The Organizer's sole discretion.

5. Intellectual Property:

Participants own the rights to the idea or prototype they create during the hackathon, subject to any license terms of the underlying Technology used during the ideation nor prototyping. Any source code created must be published in GitHub.

6. Prize

The Awards for the winner/s (1st, 2nd and 3rd team) of the Challenge consist of a gift under clip level (43€):

- 1er Prize: DBPower WiFi Cámara Deportiva 4k Ultra HD 32,99€
- 2º Prize: Xiaomi MiBand 4 (Pulsera de Actividad) 32,50€
- 3er Prize: Echo Dot (Altavoz inteligente) 22€

IBM bears no responsibility for any costs associated with the prize and not specifically included in the prize. Potential winners will be announced at the end of Hackathon session, on December 13th.

The Organizer may take any actions necessary to verify a team's compliance with this Participation Agreement before awarding a Prize.

Any and all applicable local, regional and state taxes and all expenses not specifically stated herein are solely the responsibility of a winner. In no event will the Organizer be responsible or liable for any indirect, incidental, consequential or punitive damages arising out of this Challenge, participation in the Challenge and/or prize related activities, the use or misuse of a prize or any element thereof. Prizes are awarded "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Organizer does not take any responsibility for the Prize, including, but not limited to, security or registration of the Prize and reserves the right to substitute prize with a prize of equal or similar value if prize should become unavailable.

Prize cannot be assigned, transferred, or substituted, except by Organizer who may, at its sole discretion, substitute a prize with a prize of equal or similar value. Prize is not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise. In no event will the Organizer be responsible for awarding more than the stated number of prizes herein. Prize, and any element thereof, including any products and/or tickets received as a prize, may not be sold, resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured or mentioned in advertising or Challenge materials is for illustrative purposes only and may not be the actual prize awarded.

The Organizer reserve the right, at its sole discretion and without any liability, at any time and for any reason whatsoever and without notice, to change, amend, cancel, suspend or modify the Challenge, or any part of it, including but not limited to the prizes, relevant times of the Challenge, especially in the event of that was not anticipated or is not within their control.

If there is a dispute over the identity of the winners, the Organizer may disqualify the team in dispute and/or suspend or withdraw the prize(s).

Employees of Government entities, or government owned entities are not allowed to be selected as winners, nor receiving awards or prices.

7. Eligibility

The Challenge is accessible to individuals competing as a team, from 3 to 5 members maximum, each at least 18 years old and with residence in Spain. The job role suggested is professional developer, data scientist and/ or technology subject matter experts including students.

Employees, officers and directors of IBM and those individuals and entities involved in the preparation of materials for, administration and/or execution of the Challenge are not eligible to participate in the Challenge.

By participating in the Challenge, each participant is expressly accepting the entire terms and conditions set herein. No purchase is necessary to enter or win the Challenge.

Employees of Government entities, or government owned entities are not allowed to be selected as winners, nor receiving awards or prizes. Government entities, "Government Owned Entity" (or "GOE") means an organization/individual who meets any of the following criteria: Governmental bodies and employees- national, state, provincial, local, municipal government- and any department, agency, public enterprise or instrumentality of a government; State owned hospitals, schools, utilities; State owned enterprises (whether wholly or partly owned); Public international organizations; Private companies controlled fully or partly by or under common control with any of the above; a political party or party official, or any candidate for political office. GOE also includes GOE customers who may consist of: public schools, utilities and organizations licensed to provide public services; public international organizations, such as the United Nations or World Health Organization; entities subject to public procurement laws and regulations; other entities, even those that are privately held and those that are publicly traded, if a government, a public international organization, an entity subject to public procurement laws or a government official, owns or has the ability to exercise control over such entity.

At Organizer's sole discretion, the Organizer may disqualify any submission on the basis of a finding that the submitter does not meet IBM's ethical standards or might otherwise result in negative publicity for the IBM Corporation.

You and/or your entire team may be disqualified for any of the following actions, with or without warning, in The Organizer's sole discretion: (i) verbal abuse of another participant or Event staff; (ii) inappropriate touching or harming of another participant or Event staff; (iii) breach of the Event Participant Agreement or any other agreement entered into in connection with the Event; (iv) violation of or non-compliance with any section of this Participation Agreement, (v) if any of your team members fail to submit a properly executed Participation Agreement or (vi) violating the spirit of the Event. If the Organizer has reason to believe that you or your team has compromised the integrity or the legitimate operation of this Event, or has attempted to compromise the integrity or the legitimate operation of this Event, including, without limitation, by cheating, hacking, creating a malicious bot or other automated program, or by committing fraud in any way, you and/or your entire team may be disqualified. If during the Event, any Event staff has reason to believe that your health is in danger, you may be required to discontinue your participation in the Event and asked to seek immediate medical assistance. Your teammates, if any, may continue participating in the Event if they so choose.

All disqualification decisions are final and not subject to appeal.

8. Registration

Your team's prototype and any other materials submitted in connection with the challenge will be referred to herein as your team's "Submission". Submissions may include code, project entry information, team participant information, ideas and documentation. We will enforce one project Submission per team. Your team must meet the deadline explained during the challenge announcement.

9. Acceptance of the Rules

The participation to this Challenge implies a whole acceptance, without reservation of the Rules set herein and its amendments, if any. In case of force majeure or similar events or any other circumstances at Organizer sole discretion, the Organizer will be fully entitled, without any liability, to postpone, to shorten, to extend, or to cancel this Challenge without any liability. Participants waive any right to any claim or demand for compensation in such a case.

The Organizer is fully entitled to modify the Rules set herein at any time under the shape of an amendment, in the respect for the expressed conditions, and published by online announcement on the designated website.

10. Disclaimers

To the maximum extent permitted by law, Participants and winners agree to release, indemnify, defend and hold harmless ("Release") Organizer, Promotion Partners, and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, settlements, fines, damages, costs and expenses (including reasonable attorneys' fees) whether or not litigation is commenced ("dispute") arising at any time from participation in the Contest, the entry (in whole or in part), Event and/or prize-related activity or inability to participate in parts thereof, the delivery, acceptance, use, misuse of a prize or any failure with respect thereto, personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with Participant, the Promotion Entities, and/or any other party or entity.

Further, to the maximum extent permitted by law, and without limiting the foregoing, Participants and winners agree to Release the Released Parties from and against any and all threatened or actual disputes arising at any time directly or indirectly from any dispute brought by any Participant, or other persons or entities (who may be other than a party to these Official Rules) arising from or related to an entry, participation and/or involvement in any other respect in the Contest, and/or the delivery, acceptance, use, misuse of a prize or any failure with respect thereto. Participants and winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind these Releases to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Organizer shall have the right, where necessary, to undertake all action and/or require further information as is reasonable to protect itself, or any of the Promotion Entities against fraudulent or invalid claims, potential public scandal, ridicule, or disrepute in connection with the Contest.

If any item or provision contained in these Official Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Official Rules shall remain in full force and effect as if these Official Rules had been executed without the offending provision appearing therein.

11. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST, PARTICIPATION IN ANY CONTEST RELATED ACTIVITIES OR ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO THE SUBMISSION OF AN ENTRY, PARTICIPANT'S ACCESS

TO AND USE OF THE PROMOTIONAL WEBSITES OR THE UPLOADING OF MATERIALS TO THE WEBSITE, AND/OR THE DELIVERY, ACCEPTANCE AND/OR USE/MISUSE OF A PRIZE.

12. Applicable Law

The Challenge and this Rules are subject exclusively to the laws of Spain.

In any case of claim, the parties will attempt to settle their litigation amicably. Any claim relative to the Challenge or to its Rules will have to reach the Organizer by letter within one month from the end of the Challenge Period. Any litigation arising by reason of or in connection with the Challenge and that could not be amicably settled, will submit the litigation to the competent courts of Spain

13. Other

Fraud or the attempt of fraud by a participant or a team will be sanctioned by the formal and definitive disqualification from the Challenge. In such a case, the Organizer is fully entitled to not attribute prize(s) to the fraudulent and/or its whole team as well as fully entitled to all its rights according to local Law. The Organizer could not incur the responsibility of any committed fraud by a participant and/or a participating team.

The Organizer is fully entitled to proceed to all the necessary verifications concerning the identity of the participants. Any false statement entails automatically the elimination of the participant and its team.

Organizer reserve the right, at its sole discretion and without any liability, at any time and for any reason whatsoever, to change, amend, cancel, suspend or modify the Challenge, or any part of it, including but not limited to the prizes, especially in the event of that was not anticipated or is not within their control.

If there is any discrepancy or inconsistency between the terms and conditions of these Rules or other statements contained in any Challenge materials, including but not limited to the Designated Website, the Rules set herein shall prevail.

The Challenge is void to residents of U.S. embargoed countries and is void wherever restricted by, without limitation, filing or registration requirements, or is otherwise prohibited or restricted by applicable law.

For any question in regards with the Challenge please contact the Organizer at the following email address:

Ana Moreno (ana.moreno.ariza@es.ibm.com)

Inés Sena (ines.sena@es.ibm.com)