

**Terms and Conditions for Participation in the  
Bonding Virtual Hackathon 2021 – eHighway Challenge  
May 6<sup>th</sup> to May 7<sup>th</sup>, 2021**

**Preamble**

The eHighway Challenge of the Bonding idea contest ("Hackathon") is provided by Siemens Mobility GmbH ("Siemens"), Munich.

**General Terms**

1. All Applicants must be age 18 or older (majority age in participant's country of nationality governs where different from 18) on the date on which the Applicant registers for the Hackathon. Applicants will be required to enter their full name and age, **and confirm that they have read, understood and agree to be bound by these Terms and Conditions.** No Applicant or Participant is entitled to use the Siemens name or any Siemens trademark or service mark as a result of their participation in the Hackathon.
2. Siemens shall not be obligated to fulfil any obligation or perform any act with regard to the Hackathon if such fulfilment or performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Applicants and Participants shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations").

**Hackathon**

3. Siemens will not reimburse any expenses for Participants.

**Data Privacy**

4. Participants' personal data (including Hackathon Data) will be processed by Siemens for the purpose of conducting the Hackathon and evaluation of ideas as well as record of consent to the terms and conditions.

**Confidentiality**

5. Any and all Confidential Information (as defined below in these Terms and Conditions) received by Participants in connection with the Hackathon
  - shall be used by Participants exclusively for the Hackathon;
  - shall not be distributed or disclosed in any way or form by Participants to anyone except to Siemens and other participants of the Hackathon;
  - shall otherwise be kept confidential by Participants; and
  - shall remain the property of Siemens as the originally disclosing party.
6. "Confidential Information" shall mean any information, including, but not limited to, any kind of business, commercial or technical information and data (a) disclosed by Siemens to any Participant from Participant's admission to the Hackathon, (b) disclosed by a Participant during the Hackathon (for the sake of

clarification only, including that Participant's own Entry(-ies), or (c) otherwise disclosed to Siemens in connection with the Hackathon, each irrespective of the medium in which such information is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof.

"Data" shall mean certain data pertaining to a Project Track that are disclosed by Siemens to a Participant by enabling him/her to access, read and/or use them.

7. The obligations under Section 6 shall not apply to any information which:
  - (i) is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of these Terms and Conditions by the respective Participant;
  - (ii) is lawfully obtained by the respective Participant from a third party without an obligation to keep confidential, provided such third party is not, to such Participant's knowledge, in breach of any obligation of confidentiality relating to such information;
  - (iii) is developed by the respective Participant independently from any Confidential Information; or
  - (iv) has been approved for release by written agreement.

Participants may disclose Confidential Information if and to the extent Participants are required to do so by any ruling of a governmental or regulatory authority, a court order, or by mandatory law, provided that, if not prohibited by law, written notice of such ruling or order is given without undue delay to Siemens so as to give Siemens an opportunity to intervene, and provided further that Participants use reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially.

8. These Terms and Conditions do not grant any licenses or other intellectual property rights, nor do they constitute any obligation of Siemens to grant such rights.

Participants may not reverse engineer, disassemble or decompose any prototypes, software or other tangible objects (if any) which embody Confidential Information.

All information is made available "as is" and no warranties are given, or liabilities of any kind are assumed with respect to the Data and any other Confidential Information disclosed.

9. Participants' confidentiality obligations which accrue during their participation in the Hackathon shall continue for a period of four (4) years following May 7th, 2021 (survival period).
10. Before May 8<sup>th</sup>, 2021, Participants will (a) delete any partial or full copies of Data and other Confidential Information in their possession and confirm such deletion to Siemens in writing if so required; and (b) return to Siemens any other Confidential Information in her/his possession.

## **Licenses and Rights**

11. By their registration for the Hackathon, every Participant hereby grants Siemens a non-exclusive, irrevocable, worldwide, royalty free, fully paid up, sublicensable, transferable right to use their Entries (including any inventions, intellectual property rights, applications for intellectual property rights, software and other copyrighted items and know-how) for any purpose, in their original or modified form, and in any known or unknown way of use. This license grant is not restricted to any particular scope. To the extent that Entries consist of software, the aforementioned right of use extends to the source code and to the object code of the software.

Siemens and its sublicensees furthermore have the right to use excerpts of Entries, to modify or have modified Entries and to combine Entries with further contributions and ideas without paying a compensation to Participants. Each Participant hereby expressly waives their right to be mentioned as copyright owner with regard to copyrighted items containing all or part of their Entries.

12. Each Participant acknowledges that Siemens may either themselves create or obtain from other Participants Entries that may be similar to their Entry. Each Participant hereby waives any and all claims that they may have as a result of the fact that Entries accepted, reviewed and/or used by Siemens Entries which are already known to Siemens are similar to Participant's Entry.
13. Participants agree that Siemens publish their names free of charge for advertising and information purposes in any media (including but not limited to the Internet, Siemens' intranet, electronic data carriers, newspapers, magazines, brochures and presentations).
14. During the Hackathon, insofar as Siemens deem necessary in their respective sole discretion, Siemens may make available without charge to all or certain Participants certain elements of their knowledge and/or hint all or certain Participants to certain of their intellectual property rights and/or copyrighted items. Only in such event, such knowledge elements, intellectual property rights and/or copyrighted items (as the case may be) may be used by such Participants free of charge and on a non-exclusive and non-transferable basis, solely for the preparation of their Entries and for the duration of the Hackathon. Siemens shall have no obligation to provide any of Siemens' knowledge, intellectual property rights and/or copyrighted items, and Siemens may terminate any right of use granted to Participants in this respect at any time without cause.

Any items provided by Siemens to the Participants under this Section are provided "as-is" without warranty of any kind whatsoever. Siemens does not claim that any items provided under this Section are correct and error-free or that such items can be used without infringing statutory and other rights of third parties.

## **Representations and Warranties**

15. Each Participant represents and warrants that their Entry contains only original ideas of the Participant and that they have the right to grant Siemens the rights and licenses set out in these Terms and Conditions.
16. Each Participant represents and warrants that their Entry has not been developed as part of their employment by, work for, or other contractual relationship with a

third party which confers to such third party any right or title in or to their Entry, and furthermore that the Participant did not use any facility or work equipment (including software) of a third party which would not be available to them if not for their status as an employee, contractor or other contractual partner of such third party.

Consent to the processing and use of photographs, audio and video recordings

17. Participants agree that Siemens or third parties on behalf of Siemens produce photographs, audio and video recordings ("Recordings") of their person documenting the Hackathon and edit these Recordings, including but not limited to recasting or modifying. Participants consent to storage and the use of any such Recordings in unrevised, revised or edited form for the purpose of documenting the Challenge and making such documentation publicly available in any way or form and via any communication medium by Siemens and its affiliated Companies, and by third parties authorized by them. This right to use is perpetual, revocable with effect for the future, world-wide and unrestricted in number and content and includes in particular
- a) copying, distribution and publication using any communication medium regardless of the form used, including the publication on Siemens' press databases for the use of third parties to non-commercial editorial purposes,
  - b) public presentation and
  - c) granting the right to third parties to use the Recordings in all forms mentioned above.

Participants explicitly waive any right to remuneration or any other rights regarding their images or copies thereof.

### **Disclaimer**

18. Siemens is not responsible for Entries not received due to lost, failed, delayed or interrupted connections or miscommunications or other electronic malfunctions. Siemens is not responsible for incorrect or inaccurate Entry information, whether caused by any of the equipment or programming associated with or utilized in the Hackathon or by any human error which may occur in the processing of the entries in this Hackathon.
19. Siemens shall have no liability for the content of third party web pages and does not make representations about or endorse such web pages or their contents as its own, as Siemens does not have control over the information or contents on such web pages. Neither shall Siemens be liable for the quality, correctness or completeness of any third-party information expressly provided on the Hackathon web site as third party information.

### **Miscellaneous**

The execution of the Hackathon and the interpretation and enforcement of these Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of the Federal Republic of Germany. Any conflict regarding the Hackathon or the Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts of the Federal Republic of Germany, to the largest extent admissible.