## Terms and Conditions - Schneider Electric European Hackathon 2023

## 1. Organising Entity

This activity will be co-organised by:

- NUWE TECH S.L. with NIF B04937579 and address at Barcelona Activa, C/ de la Llacuna, 162, 08018 Barcelona. Hereinafter NUWE.
- Schneider Electric España S.A.U. with NIF:A08008450 and address at C/ Bac de Roda 52 Edificio A, 08019 Barcelona. Hereinafter Schneider Electric.

(hereinafter the "Organisers").

### 2. Objective of the Hackathon

The Schneider Electric European Hackathon is a unique programming competition orchestrated by Schneider Electric and NUWE on a pan-European platform. The competition will be conducted in NUWE's immersive virtual world, offering a distinct and engaging experience.

This event provides participants an opportunity to display their skills, secure rewarding prizes, and potentially earn an internship contract with Schneider Electric. Participants will embark on three intriguing challenges: a Data Science challenge and two Open Innovation Business challenges based on two areas of the company. These challenges, both centered around sustainability, promote practical problem-solving and innovative thinking.

Participants will approach these tasks in teams, which can comprise a minimum of one and a maximum of three members. This structure facilitates both individual participation and small group collaboration, fostering a diverse range of ideas and solutions.

## 3. Participation requirements

Participation in the Schneider Electric European Hackathon is open to individuals who have reached the age of majority in their jurisdiction. The event is specifically designed for those willing to apply their talents to Data Science and Open Innovation Business challenges. While the Hackathon is open to participants worldwide, it predominantly targets European territory.

Please note that one of the potential prizes of this competition includes internship opportunities with Schneider Electric for the best team of each category. However, the awarding of internships is subject to the ability to establish an internship agreement in specific countries. Currently, these countries are Spain, the United Kingdom, Germany, Denmark, Sweden, Hungary, Italy, Poland, and the Netherlands. By participating in the Hackathon, you acknowledge this stipulation and understand the geographical limitation on potential internship awards.

### 4. Compliance with Laws

By participating in the Hackathon, participants confirm that they are in compliance with all applicable laws and regulations in their respective jurisdictions. This includes, but is not limited to, regulations relating to technology export, data privacy, intellectual property rights, online conduct and acceptable content, and tax obligations. Participants are solely responsible for all legal compliance pertaining to their participation in the Hackathon. The Organisers reserve the right to disqualify any participant who, in their sole discretion, is not in compliance with these legal requirements.

### 5. Dates of the event:

Participants may register for the event anytime around the last week of September, until the day preceding the commencement of the Hackathon's virtual activities.

The Organizers retain the right to alter the event's date, suspend its activities, modify its format, or cancel the event altogether should there be substantial reasons to do so.

#### 6. Formation of teams:

Participants are invited to form their teams directly on the NUWE platform. This platform also provides an opportunity to connect with other individuals who are looking to expand their groups. For those who plan to participate individually, you will need to create a single-member team. Participation in more than one challenge, either as a team or individually, is not allowed.

#### 7. Event Format:

The competition centers around three challenges: a Data Science challenge and two Open Innovation Business challenges, one based on the Services department and the third based on the Energy department.

The primary event takes place on Saturday, November 18th, 2023. Participants are required to access Schneider Electric's virtual world at 09:00 CET on this day. It is also necessary for participants to be present during mentorship hours on the 18th to receive guidance from representatives of Schneider Electric and NUWE.

For the Open Innovation Business challenge, participants may begin working on their solutions from 09:00 CET on Monday, November 13th, 2023.

The Data Science challenge officially begins at 08:00 UTC on Saturday, November 18th, 2023. Participants must submit the solution for it by 10:00 UTC on Monday, November 20th, 2023.

For the Open Innovation challenges participants must submit their solutions by 10:00 UTC on Monday, November 27th, 2023.

To be eligible for the competition's prizes, all participants must actively participate in the event, especially on November 18th, 2023. This includes accessing Schneider Electric's virtual world at the stipulated opening time and presence during the mentorship hours.

#### Calendar:

- Monday, November 13th, 2023, 09:00 UTC:
  - Start of Open Innovation Business Challenges.
- Saturday, November 18th, 2023, 09:00 UTC:
  - Opening of Schneider Electric's virtual world.
  - Official start of the Hackathon and Data Science Challenge.
  - Mandatory presence during mentorship hours.
- Monday, November 20th, 2023, 10:00 UTC:
  - Deadline for submission for Data Science Challenge.
- Monday, November 27th, 2023, 10:00 UTC:
  - Deadline for submission of Open Innovation Business Challenges.

### 8. Event Development

As outlined in Section 5, participants are to form their teams prior to the event. If any participant encounters difficulties in team formation, the NUWE team stands ready to assist. These teams should be formed based on the preferred challenge: the Data Science or the Open Innovation Business challenges.

The Open Innovation Business challenges will be available for engagement during the Hackathon week, running from November 13th to November 18th. The Data Science challenge, on the other hand, will start on the Hackathon's virtual day but participants will also have the opportunity to submit their solutions until November 20th. To facilitate a smooth kick-off and ensure successful execution of the event, the NUWE team may provide participants with a succinct overview of the challenge.

On the Hackathon's virtual day (November, Saturday 18th), participants will be invited to join the event in the NUWE's virtual Gather world. The event will proceed in the following order:

- Phase 1: Kick-off with Schneider Electric's introduction and an overview of the challenges.
- Phase 2: Initiation of the Data Science challenge and continuation of the Open Innovation Business challenges.
- Phase 3: Interactive session with the Schneider Electric team within the virtual world.
- Phase 4: Designated time for further development of the challenge.
- Phase 5: Official closure of the event. However, participants may continue to submit their work until 10:00 UTC on November 20th for Data Science challenge and on November 27th for Open Innovation challenges.

Please note, the Organisers hold the right to announce the winners within a period of up to two weeks following the conclusion of the Schneider Electric European Hackathon.

### 9. Criteria for selection and evaluation of winning entries

The determination of the winning teams will be based on the following parameters:

- For the <u>Data Science challenge</u>: Evaluation will be centered around the code quality, Data ingestion, ETL and data monitoring and model performance via F1 score.
- For the <u>Open Innovation Challenges</u>: Teams will be appraised based on the accomplishment of the set objectives and additional specific criteria described on the challenge, as judged by the Schneider Electric Team.

Further details pertaining to the evaluation criteria and process will be provided in due course. Participants are encouraged to stay updated for these forthcoming announcements.

#### 10. Prizes:

For the <u>first-place team</u> in each category:

Internship Opportunity:

Winners will have the opportunity to join the Schneider Electric Trainee Program, receiving paid internships. The internships will be conducted on dates proposed by Schneider Electric and will be offered only in the following countries: *Spain, UK, Germany, Denmark, Sweden, Hungary, Italy, Poland, or the Netherlands.* 

Internship remuneration will range between €700 and €900 per month, based on hours worked, and will be located at one of Schneider Electric's offices in the aforementioned countries.

Please note that the winning participants must reside in or relocate to the country of the internship in order to claim their prize. Furthermore, winners must be currently enrolled in a university or educational institution that allows them to undertake a curricular or extracurricular internship for a minimum of six months and enter into an internship agreement with Schneider Electric.

Additionally, first place will receive €950€in Amazon Gift Cards, to be divided equally among the team members.

For the <u>second-place team</u> in each category: Each team will receive €450 in Amazon Gift Cards, to be divided equally among the team members.

For the third-place team in each category: Each team will receive €250 in Amazon Gift Cards, to be divided equally among the team members.

Schneider Electric will oversee the management of the paid internships. Please note, prizes are strictly non-transferable and cannot be exchanged for their cash value. Prizes may only be awarded to the winning participants.

#### 11. Personal data:

Participation in the Schneider Electric European Hackathon 2023 requires the processing of personal data by the Organisers. During the registration phase of the Hackathon, the participants will be asked to provide certain personal information, including but not limited to their:

- 1) First name
- 2) Last name
- 3) Country of residence
- 4) Email address
- 5) Linkedin or Résume url profile
- 6) Category challenge
- 7) Consent to enter the Schneider Electric Community, understanding that they will keep my personal information for 2 years after my last activity, so that I can be considered for job opportunities and contacted by recruiters. You can delete your data at any time by logging in and going to the "My Rights" section. For more information, you can consult <u>Schneider Electric Privacy Notice</u>.

The Organisers are committed to respecting and protecting your privacy and will process your personal data in compliance with applicable data protection laws and regulations, including but not limited to the EU General Data Protection Regulation (GDPR).

By entering this Hackathon, participants consent to the Organisers' collection, use, storage, and disclosure of their personal data for the purpose of organising and managing the Hackathon, and for any other purpose to which participants have consented. This includes sharing the participants' personal data with third parties as necessary for the organisation and administration of the Hackathon, with authorities as required by law, and inputting the participants' data into Schneider Electric's Application Tracking System for the purpose of potential future employment opportunities.

Participants have certain rights in relation to their personal data, including the right to access their data, the right to request correction of inaccuracies, the right to request the erasure, or restriction of processing, of their data, and the right to object to certain processing activities. To exercise these rights, participants should contact the Organisers in accordance with the procedures specified in NUWE's privacy policy: <a href="https://nuwe.io/privacy">https://nuwe.io/privacy</a> and Schneider Electric privacy policy: <a href="https://www.se.com/ww/en/download/document/SE-Privacy">https://www.se.com/ww/en/download/document/SE-Privacy</a> Notice/?ssr=true

## 12. Force Majeure:

The Organisers shall not be liable if for reasons beyond their control or force majeure, the call for entries cannot be carried out in any of the terms specified above.

## 13. Acceptance of the Rules

By participating in the Schneider Electric European Hackathon, participants agree to abide by these Terms and Conditions in their entirety. Express non-acceptance of these rules will result in the exclusion of the participant, thereby relieving the Organisers of any obligation or duty they may have towards the participant.

Participation also implies acceptance of all mandatory tax regulations, as well as the Organisers' interpretative decisions regarding these rules.

#### a. Use of Provided Resources

Participants are provided with resources by the Organisers for the purpose of completing the Hackathon challenges. Participants agree to use these resources exclusively for purposes that align with the challenge statements, and not for any other purposes.

Any misuse, unethical or malicious use of the provided resources is strictly prohibited. Participants agree that they are solely responsible for the use of these resources. Participants acknowledge that they will be held accountable for any unauthorized, illegal, unethical, or malicious use of these resources, and any such action may lead to their disqualification from the Hackathon and/or legal action.

Participants agree to indemnify, defend, and hold the Organisers harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, arising from or relating to their misuse of the provided resources.

By entering the Schneider Electric European Hackathon, participants confirm that they have read, understood, and agreed to comply with these rules.

Please remember that any additions or changes to a legal contract should be reviewed by a legal professional to ensure they're compliant with applicable laws and regulations.

# 14. Intellectual Property Rights

Except for the necessary use for participation in the Schneider Electric European Hackathon 2023, the Intellectual Property Rights of the projects and their contents will remain under the ownership and control of the participants. The participants will own the rights to the project ideas and materials they develop during the hackathon.

Participants confirm that their submissions will be created without infringing upon the Intellectual Property Rights of any third party. Projects should not contain offensive or derogatory content, do not incite violence, racism, and do not violate any fundamental rights or freedoms. They should not infringe upon personal or familial privacy rights, or the right to honor of third parties or the secrecy of communications.

Notwithstanding the stipulations in the two previous paragraphs, if a participant or any of the winners wish to commercialize their Project, they must offer Schneider Electric the opportunity to negotiate terms and conditions for the commercialization or transfer of all exploitation rights of the Project. This does not grant Schneider Electric automatic ownership of these rights, but rather they are given a priority position to negotiate for them.

The participants acknowledge that Schneider Electric may have developed or could be developing applications or businesses that are similar to the submitted projects. Schneider Electric retains the right to use such applications and businesses without any obligation towards participants.

Participants warrant that they will hold Schneider Electric harmless at all times against third-party claims, accepting responsibility for any costs or pecuniary charges that could derive in favor of third

parties as a result of actions, claims, or conflicts derived from non-compliance with the obligations stated in these terms and conditions.

Participants acknowledge and accept that Schneider Electric, its affiliates, or partners may use their project submissions in connection with the Hackathon, including but not limited to promotion, demonstration, and publication related to the Hackathon. This is a non-exclusive, worldwide, royalty-free right and license. This license does not grant Schneider Electric the right to commercialize the participants' project submissions, but allows them to use the submissions for purposes related to the Hackathon.

The participants agree to cooperate with Schneider Electric in securing further necessary documentation, consents, and licenses and to execute any documents necessary to effect the intent of these terms.

## 15. Applicable law and jurisdiction

For all matters not specified in these legal bases, the call for entries will be subject to the Spanish law in force at the time the call for entries is held.

For the resolution of any type of litigation that may arise regarding the interpretation or application of these rules, both the organising entities and the participants in this call for entries expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Madrid, expressly waiving any other right that may correspond to them, or their own jurisdiction if they have one.