

Terms & Conditions

Hack the Wind 2024 (Bilbao)

ARTICLE 1 – ORGANIZATION OF THE COMPETITION

Vestas, Microsoft, HubOcean and WindEurope (hereafter referred to, collectively, as “Organizer”) are organising a hackathon called “Hack the Climate” (hereafter referred to as “Competition”), from 18 March to 20 March 2024.

ARTICLE 2 – OBJECTIVE OF THE COMPETITION

The aim of the Competition is to develop, in teams and in 48 hours, an innovative solution (use case) using datasets provided by the Organiser.

ARTICLE 3 – PARTICIPATION PROCESS

The Competition is free of charge to enter and participate in. Registration for the Competition is open to every individual i) who is of the age required by law in their country of residence to enter this Competition, (ii) who holds a bank account in their country of tax residence, (iii) who has IT skills, technical skills, design skills, marketing skills or any other relevant skills to the Competition and (iv) who has their own computer hardware in working order during all the duration of the Competition (hereafter referred to as “Applicant”).

Employees, directors and consultants of Vestas, Microsoft, HubOcean and WindEurope and/or their affiliates, and members of their families, as well as any third party who has directly or indirectly contributed to the conception, organization or realization of the Competition are ineligible to take part in the Competition.

The registration for the Competition is open from 15 January 2024 until 31 January 2024. On 31 January 2024, registration will close at 6PM CET. Unless the Organizer officially extends the registrations deadline in writing on the website, all registration applications received after this closing date will be automatically disqualified. Organizer will review and approve or reject, at Organizer's sole discretion, the Applicants who will be allowed to enter the Competition (Approved Applicant hereafter referred to as “Participant”).

Each team must be made up of minimum 3 up to 6 Participants maximum with 1 registration per team (hereafter referred to as a “Team”). A Participant can only be part of 1 Team in the Competition.

A minimum of 50 Participants or 10 Teams must be reached for the competition to take place. The Organizer may lower these requirements at their sole discretion.

Phase 1: Registration process

- **Date:** 15 January 2024 until 31 January 2024 at 6PM CET
- **Object:** Every person wishing to participate can register online on the dedicated website for the Competition accessible at the following address:
<https://windeurope.org/annual2024/hackathon/registration/>.

The following details need to be provided for all Applicants of each team: last name, first name, organisation and email address for the purpose of the Competition, as suggested on the website. This information is required for completion of their application. All personal data will be protected as foreseen by the GDPR and as per Article 11 of these Terms and Conditions.

By registering to the Competition each Applicant guarantees that the information entered during his/her registration is complete and accurate. Any false, incorrect, or incomplete information will automatically result in the registration being rejected.

The Organizer reserves the right to (i) require an Applicant to provide proof that he/she is eligible to participate in the Competition, and (ii) reject a registration at any time (including during the Competition) if the profile of the Applicant does not comply with the Competition standards.

The Organizer accepts no responsibility for any registrations that are lost or delayed in transit, irrespective of cause.

Phase 2: Participant confirmation

- Date: From 15 January 2024 until 31 January 2024 at 6PM CET
- Object: The Organizer will review and assess each application on a rolling basis by registration chronological order. The Organizer will approve or reject the application at Organizer's sole discretion. An application will only be considered approved upon email confirmation from WindEurope on behalf of Organizer and once individual email approval of each Participant within the team of their participation and that they acknowledge the Terms and Conditions has been received, read and accepted.

Phase 3: Hackathon

- Date: From 18 March 2024 9AM CET to 19 March 6PM CET
- Place: The Bilbao Exhibition Centre
- Object: Each Team will have the same mission: to build a model that exploits these huge data sets to help accelerate the green transition. This could be in a wide field of relevant areas such as development, operations & maintenance, wind farm shipping operations, etc. The winning solution should have a clear value proposition and be aiming at solving a clear business problem.

Phase 4: Evaluation and presentation of the prototype

- Date: On 19 March from 6 to 8PM CET
- Place: The Bilbao Exhibition Centre
- Object: From 6PM CET, each Team will present its prototype to the jury for a duration which will be determined according to the number of developed prototypes, and which will not exceed 5 minutes including 3 minutes of demo and 2 minutes of questions/answers with the jury. The Jury will announce the finalists on 19 March at 9PM CET.

Phase 5: Final demos

- Date: On 20 March from 10.30AM to 12.30 PM CET
- Place: The Bilbao Exhibition Centre
- Object: The finalist will present their final demos to the jury.

Phase 6: Jury's selection and Competition results

- Date: On 20 March from 2PM to 6PM
- Place: The Bilbao Exhibition Centre
- Object: Jury's deliberation and announcement of winners and prizes.

During Phases 2 to 4 of the Competition, a buffet will be available to Participants at The Bilbao Exhibition Centre.

ARTICLE 4 – DETERMINATION OF WINNERS

The winning Team of each challenge will be determined by a jury from the Organiser.

The winners will be selected among the Participants who actually:

- Satisfy the conditions for participation as set forth in these terms and conditions.
- Participated in the Hackathon.
- Were present during the submission of their prototype, or – if need be – were excused by the other members of their Team.

Jury decisions are final and cannot be challenged.

ARTICLE 5 – PRIZES AWARDED

The Competition is endowed with €20.000 in prizes:

- **A prize of €15.000 for the winning team.** The amount will be divided equally between each member of the winning Team e.g. for a team of 5 participants, each participant will receive €3.000.
- **A prize of €5.000 for the runner up.** The amount will be divided equally between each member of the runner up Team e.g. for a team of 5 participants, each participant will receive €1.000.

The Organizer will make all reasonable efforts to contact each Participant who is a member of a winning team. If any such Participant cannot be contacted or is not available or has not claimed their prize within [45] days of the date of announcement of the Competition results, the Organizer reserves the right to offer such Participant's share of the relevant prize to the other members of his/her Team. The Organizer accepts no responsibility if a Participant is not able to take up his/her prize.]

ARTICLE 6 – COMPENSATION

The Participant waives all its claims regarding compensation against the Organizer due to its participation in the Competition (in particular with regards to cost incurred for participation such as the transport, accommodation, etc.) with the exception of meals which will be supplied by the Organizer during all the duration of the Competition in accordance with Article 3 above.

ARTICLE 7 – MODIFICATION OF THE COMPETITION

The Organizer reserves the right to shorten, extend, modify, cancel, or terminate the Competition, or any part of the Competition as a result of (i) a force majeure event, (ii) in order to reflect any change in applicable laws or regulatory requirements, or (iii) to implement minor technical, practical or scheduling adjustments and improvements, in each case without incurring liability as a result thereof.

In such case, the Organizer will provide notice thereof to the Participants by any means (including e-mail and/or publication on the Website (by its choice), and, if the need arises, will communicate to the Participants the new rules applicable and/or the new end date of the Competition, as the case may be. Each Participant may notify by e-mail to the Organizer that s/he refuse the new conditions of the Rules, in which case s/he will be automatically excluded from participating in the Competition, which s/he expressly accepts. If no refusal is notified by a Participant to the Organizer within 72 hours, the

new conditions of the Rules will be deemed accepted by such Participant. Save as amended by the foregoing, these terms and conditions shall continue to apply in relation to the modified Competition. In case of a modification to the rules, cancellation, modification and/or interruption of the Competition, a reduction or an extension of its length, the Organizer waives all liability and Participants will not be entitled to any compensation.

ARTICLE 8 – FRAUD AND BREACH OF COMPETITION RULES

The Organizer may disqualify Participants, or cancel all or part of a Team's participation in the Competition if it appears that fraud has occurred in any form whatsoever, in particular, computer fraud, during the Competition, and/or there is a breach of these terms and conditions, or any other rules notified to Participants in relation to the Competition from time to time. The Organizer reserves, in this case, the right not to award prizes to fraudsters or breaching Participants, to disqualify the concerned prototype project and/or to bring actions against the authors of these frauds. The Organizer shall not incur any responsibility towards the Participants because of the committed frauds.

Furthermore, the Organizer cannot be liable in case of damage, whether material or immaterial, caused during the Competition and thereafter, to the Participants, to their computing equipment and to the data and to the consequences which can ensue from it on their personal, professional, or commercial activity.

ARTICLE 9 – EXPLOITATION RIGHTS, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Exploitation rights and the property of prototypes developed during the Competition are reserved to Participants.

If a Participant wishes to assign their rights, they shall first offer to the Organizer the option to acquire the rights in their prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Organizer and the Participant.

During the Competition, the Participants shall only use elements which are clear of any rights. Any third parties' elements included in the prototype, including open-source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use. The Participant understands that this information is considered in the assessment for the allocation of a prize.

The prototypes shall not infringe any intellectual property rights or images rights of the Organizer or other third parties. Each Participant warrants to the Organizer that their creation does not infringe in any way any third-party rights, and that s/he obtained, where necessary, the authorization of any third party. Each Participant undertakes to immediately notify the Organizer in writing giving full particulars in any claim that a prototype actually or potentially infringes a third party's intellectual property rights comes to its attention.

By joining the Competition, Participants expressly authorize the Organizer for free and without limitation as to time or otherwise, to publish, communicate, exhibit, and disclose orally, graphically or in writing through any media whatsoever, projects and prototypes presented during the Competition. Each Participant agrees to be mediatized (portfolio, website, etc.) and authorizes the Organizer, for free, to present all the works realized on all the communication media used in support of this Competition as well as to mention names, first names and images of the Participants.

The Participant shall not acquire any full or partial right of any kind in the name and trademark “Vestas”, “Microsoft”, “HubOcean” and/or “WindEurope” nor in any names and/or associated brands in association with or as part of another word or name, or any rights on trademarks, names or logos of Vestas, Microsoft, HubOcean or WindEurope or any of their associated or related companies.

Each Participant undertakes:

- (i) to keep all the data provided by or on behalf of the Organizer in connection with the Competition (“Confidential Information”) strictly confidential;
- (ii) not to use, exploit or process the Confidential Information for any purpose other than for the sole purpose of the Competition (the “Purpose”), without the prior written authorization of the data provider;
- (iii) not to disclose or make available to any third party the Confidential Information, save with the prior written approval of the Organizer (as the case may be);
- (iv) only make copies of the Confidential Information to the extent strictly necessary for the Purpose. To the extent that any such copies are made, these shall be marked as strictly confidential, clearly identifiable and kept separate from the Participant’s own confidential information and protected against theft or unauthorised copying.

At the end of the Competition, Participants shall destroy, return, remove or delete all Confidential Information and not keep any copies of any Confidential Information whatsoever.

At the written request of the Organizer the Participant shall (i) destroy or return all documents containing, reflecting or based on any Confidential Information to the data provider; and (ii) erase all Confidential Information from his or her computer and communications systems (including any storage services provided by third parties (to the extent technically and legally practicable).

The confidentiality undertakings set out in this Article shall continue to apply following the Competition without limitation.

ARTICLE 10 – IMAGE RIGHTS

The Participants may be filmed or photographed during the Competition. By joining the Competition, the Participants agree to the use and the distribution of their image and recordings by the Organizer, including for promotional materials to be issued after the Competition. The production and distribution of films and photographs of the Competition in any form whatsoever will not lead to any compensation of the Participants.

Participants agree not to bring any claim, suit, demand, or proceedings of any kind in respect of defamation or violation of personal or property rights in respect of any such use and/or distribution of photographs or films.

ARTICLE 11 – PROTECTION OF PERSONAL DATA

Each Participant is hereby notified that certain answers in the registration form are mandatory, and that the lack of answering to such mandatory fields will prevent them from participating.

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Competition will be properly completed and in particular to allow the Organizer to contact the winner and to award them the prizes in an efficient way and, if the cases arise, to publish the list of the winners.

By entering the Competition, each Participant agrees that any personal information provided by him/her as part of the registration process and/or otherwise in relation to the Competition may be held and used only by the Organizer to administer the Competition.

Personal data which a Participant submits in relation to the Competition will be treated in accordance with applicable data protection laws (GDPR).

In accordance with the abovementioned law, each Participant has the right to access, update and/or obtain deletion of their data by requesting directly to WindEurope at the following address: Avenue Belliard 40, B-1040 Brussels BELGIUM.

ARTICLE 12 – LIMITATION OF LIABILITY

As specifically set out herein and to the maximum extent permitted by law, all conditions, warranties, and representations expressed or implied by law are hereby excluded.

Insofar as is permitted by law, the Organizer, its employees, directors of the Competition will not in any circumstances be responsible or liable to compensate any Participant or accept any liability for any costs, expenses, losses or damage (of any nature whatsoever), personal injury or death occurring as a result of such Participant participating in the Competition except where it is caused by the fraud or gross negligence of the Organizer, its directors or employees.

In the event that any provision of these terms and conditions are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

ARTICLE 13 – APPLICATION OF THE TERMS AND CONDITIONS

By submitting a registration and/or participating in the Competition, each Applicant and/or Participant accepts full acceptance without reservation of these terms and conditions. Participation in the Competition is strictly personal, and the Participant cannot, under any circumstances, be replaced or transfer his/her registration to any third party.

Any dispute arising in connection with the Competition or any matter under these terms and conditions, and which could not be settled amicably, will be submitted to the exclusive jurisdiction of the Belgian courts.

These terms and conditions are governed by Belgian law.