

IoTopia Terms of Engagement

Overview

AllThingsTalk, Orange and StudioDott along with sponsoring partners organise in cooperation (hereinafter referred to as “The Organisers”, and individually referred to as “the Organiser”) in Belgium, a free contest without any obligation to buy, named IoTopia (“IoTopia”).

The theme of IoTopia is: “ *Discover Internet of Things (IoT), a technology to take on the challenges of tomorrow.* “

The Competition

The competition which runs from 15 October 2016 to 31 March 2017, will allow participants to design and develop innovative devices and apps with instruments, technologies, methodologies and professional advice provided by the organisers. When selected, they will be invited to pitch their idea to an audience of professionals selected by the Organiser.

Role of The Organiser

- The Organiser is in charge of organising the Competition.
- The Organiser organises the competition and will set up a jury who will name the winners of IoTopia (“Jury”).
- The Organiser retains the right to change, supplement, add provisions or remove provisions from these terms.

What are the start and end dates?

IoTopia will run over the period starting 15 October 2016 until 31 March 2017.

Who may enter?

A participant is eligible to enter into the online registration if he/she meets the following requirements at the time of entry:

- Participants are represented by a school teacher who will form one or more groups of secondary school students.
- A group of students can be constituted with students from different classes. Typically a group is formed around an idea submitted in the contest, but a group of students is allowed to submit more than one idea.

- By registering on the website iotopeia.be, the participant agrees:
 - To abide by all the rules stated in this document.
 - To release and hold harmless The Organiser, its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind, arising from or in connection with the challenge.
 - To agree that all The Organiser's and Jury's decisions will be final and binding on all matters related to the Competition.
 - That any photo or video containing his likeness or voice, as may be shot or filmed during IoTopia, may be published by The Organiser, in part or in full, with or without stating the participant's name, on any media, including but not limited to The Organiser's website and or Facebook page, at The Organiser's sole discretion.

How to register for and participate in IoTopia ?

Each participant can register on the website: iotopeia.be by clicking the register button. The registration will be done by entering a first name, last name, username, email address, password, phone number, school name and school address.

Registration is free of charge and includes access to IoTopia and all tools and resources provided by the Organiser.

- The number of participants can be limited by the Organiser who may close registration before the end of the Registration Period in case the maximum number has been reached.
- The Organiser may prolong the Registration Period at his sole discretion. In such case the dates of IoTopia will be postponed accordingly. The Organiser will inform the registered participants in due course before such prolongation.

General Requirements for entries and participation

- As of the Registration Period, participants have the opportunity to prepare ideas they would like to present and build during IoTopia.
- Participants agree that their submitted ideas:
 - Will not include illegal, vulgar, offensive, racist or otherwise inappropriate, discriminating or manifestly contrary to public order content.
 - Otherwise the content used by Participants will not infringe the rights of third parties;
 - Will not encourage the use of controlled substances, including but not limited to alcohol and drugs;
 - The Organiser reserves the right to disqualify, at his sole discretion, any participant who does not comply with the abovementioned criteria.

Progress of IoTopia

Participating to loTopia is free of charge for the participants.

The Organiser will provide with the tools necessary to participate in the competition, being:

- An ideation methodology to help participants describe, share and challenge their ideas
- A Rapid Prototyping Kit will be provided to the selected ideas after the public voting starting on 22 December 2016 and ending on 15 January 2017
- To familiarise participants with both of the above, The Organiser will will setup workshops and webinars

Other costs to participate in loTopia will not be assumed by The Organiser and must be assumed by the participants themselves.

Subject to possible changes, The Organiser plans **loTopia agenda** as follows:

Registration

The registration period will close on 31 October 2016 and can be extended should The Organiser

Idea submission

Participants can submit one or more ideas on the loTopia website until 22 December 2016 or 15 January 2017 should The Organiser decide to extend the submission period of ideas

Public voting

The Organiser will organise a public voting on the loTopia website between 22 December 2016 and 15 January 2017 to select a Top 100 of submitted ideas.

Prototyping

The 100 ideas chosen by the public voting will receive an loTopia Rapid Development Kit early February 2017 to enable them to prototype their submitted idea.

The prototype is to be presented to The Organiser on an online platform that will be communicated to the participants. The end date to submit the project is 31 March 2016.

Winners selection ...

The Organiser will select 10 finalists between 31 March and 15 April 2017 who will be invited to present their winning projects at the closing event on 26 April 2017. This date can be changed by The Organiser if needed

Intellectual Property and Confidentiality

DATA: As part of this commitment, the term "data" includes all information and all data submitted by the Organiser during loTopia, via electronic media, in writing, visually or verbally, possibly in reusable formats in the terms and conditions of this commitment, and without limitation all documents, files or any disclosure of information means that can be selected by the Organiser or reutilisation during the period of validity of that commitment.

Within the Competition, no assignment from the participants on any part of their exploitation rights and the property of their projects is required. However, the participants can propose to The Organiser or the loTopia sponsors to acquire the usage rights for business purposes. The parties will have to formalise this transfer of rights within the framework of a separate agreement.

For the avoidance of doubt, any data and material provided by The Organiser during the Competition shall remain the sole property of The Organiser and the participants shall not have any rights in such data or material. The participants are only entitled to use such data or material for the purposes of the Competition and shall not use it afterwards, also in case the participants have integrated the data and material in their works created during the Competition ("Work Results").

The participants expressly authorise The Organiser, to publish, to communicate, to expose and to disclose, divulgate and represent the submitted ideas and Work Results verbally, graphically or in writing, in any medium worldwide and during five years after the end of the event without restrictions in time, and by any means, either present or future, free of charge, in relation to this Competition.

During loTopia, participants will have to use their own work and material, which shall be free of third party rights (i.e. open source software). Third party elements, including open source software, must be clearly identified with their version as well as the applicable terms of license and any and all other details concerning their use.

The Work Results shall, in no event, infringe in any manner or induce infringement of any third party intellectual property rights. The participant undertakes to indemnify The Organiser against all claims asserted by third parties against The Organiser due to an actual or alleged infringement of rights resulting from the use of the Work Results, as well as against all litigation costs (including reasonable attorney fees) required to defend The Organiser against such claims, unless The Organiser itself is responsible for the infringement of rights.

Each participant is solely responsible for maintaining the confidentiality and security of the data. Participant agrees not to disclose or otherwise make available any confidential information to any third party. Participant immediately notifies the relevant Organiser of

any loss or unauthorised use of the data. A dataset considered to be anonymous may not be combined with another dataset in such a way that one or more individuals can be directly or indirectly identified or individualised. The Participants believe that no individual can be directly or indirectly identified in their data and that it should not be possible to identify an individual in any combination with the data, taking into account all the means that are reasonably likely to be used to identify them. However, in the event that a participant turns out to be able to directly or indirectly identify an individual during or after IoTopia, he must inform the Organiser(s) immediately and refrain from developing a product enabling such identification or any other usage of the data enabling such identification. This allows the Organiser(s) to mitigate any risk that may derive from this identification.

The participants shall not disclose and/ or use any information if doing so is in violation of an obligation of antitrust law and/ or confidentiality.

Litigation and Civil Liability

The Organiser is fully entitled to shorten, to extend, to modify or to cancel IoTopia should circumstances so require without any liability; in such event, The Organiser is responsible for the organisational costs directly resulting from such modification or cancellation. However, any costs made by the individual participant or participating team to accommodate the participation to the competition will not be refunded by the Organiser.

The Organiser is fully entitled to disqualify a participant or a team who does not abide by the Rules or acts in any other way which is deemed inappropriate by The Organiser; such inappropriate behaviour could for example be the taking of drugs or other illegal substances during IoTopia, harmful and discriminating statements, hacking or manipulating or attempt to hack or manipulate the IT system or the data of The Organiser.

The Organiser and the respective subsidiaries and branches of The Organiser are not responsible and assume no liability for lost, misdirected or late submissions or for (i) electronic transmission errors, (ii) theft, destruction, change of or unauthorised access to submissions, (iii) technical problems, malfunctions or errors in the operation of any hardware or software which are necessary for the transmission of submissions or the planned Competition procedure, including computer viruses and bugs, or for manipulations, unauthorised access, scams, overload of the Internet or a website or any combinations of these, nor for other causes not subject to the inspection by The Organiser and the respective subsidiaries and branches of The Organiser. In case any of the above events occurs, The Organiser retains the right to take one or several of the following measures according to its sole discretion: to disqualify each person who manipulates the

submission or voting procedure as well as to adjust, change, postpone or cancel the Competition.

ATTENTION: each attempt to intentionally damage a website or to undermine the legal procedure of the Competition is a breach of provisions under criminal and civil law; in such a case The Organiser retains the right to demand compensation from the concerned persons using all legal possibilities.

Participants, who are employees of a corporation, government agency, or an academic institution, are responsible for ensuring that their participation complies with any policies their corporation, agency, or institution may have regarding participation in contests of this type. If The Organiser has reason to believe that a participant violated any of those policies, The Organiser reserves the right to prohibit the participant from participating in the Event or receiving a prize at any time. The Organiser is not responsible for any disputes arising between a participant and his/her employer.

Applicable Law, severability clause:

Belgian law will govern all complaints associated with these terms. The courts of Brussels shall have exclusive jurisdiction for any disputes arising out of or in connection with these terms.

In case a provision in these terms is considered to be unenforceable, the effectiveness or feasibility of the remaining terms shall not be affected by this and the unenforceable term shall be replaced by an enforceable term coming closest to the underlying intention of the unenforceable term.