

Terms and Conditions for Participation in the MACathon Munich, April 24 to 27, 2019

Preamble

1. The idea contest (the “MACathon”) is sponsored by Siemens AG (“Siemens”), with its headquarters in Berlin and Munich. Siemens is a leading technology provider with significant expertise in the area of industrial digitalization.

The Siemens MindSphere Application Centers (“MAC”s) have been designed to develop digital solutions and services as well as industrial applications. With their expert teams of software developers, data specialists and engineers, they co-create digital offerings together with Siemens customers in 50 locations across the globe. Therefore, they are at the forefront of bringing modern data-driven AI technologies into the industrial applications of tomorrow.

The Siemens AI Lab is a co-creation platform for the ideation and prototyping of industrial artificial intelligence use cases. It builds and maintains a community of internal and external experts in the fields of AI as well as other technologies, business and innovation.

2. The MACathon is designed to encourage Participants to show their competences in the field of Artificial Intelligence on one or more of the following Project Tracks (list subject to modifications and/or additions):

Speech Recognition for Air Traffic Control

Model Compression for Video-Based Traffic Sensing

Semantics Extraction from Field Service Reports

Forecasting of Drinking Water Quality

Efficiency Optimization for Air Compressors

Energy Optimization in Production Facilities

Road Traffic Prediction from Sensor Data

Upon the registration and admission of Participants (as defined below in “Application and Admission”), the MACathon will take place as an on-site event in Munich from April 24 to April 27, 2019. For the MACathon, Participants will be assigned to one of the seven Project Tracks headed by a team captain who is an employee of Siemens in order to work on a Project Track proposed by one of the MACs.

3. The MACathon will begin on April 24th, 2019 at 17:00 CEST (Central European Summer Time) and will end at 20:00 CEST on April 27th, 2019. At the end of the MACathon, each Project Track will present their results in a pitch in front of a larger audience. Submissions of Workstreams will be referred to as “Entries” for purposes of these Terms and Conditions. Entries submitted after the respective submission deadline will not be taken into consideration for the MACathon.

4. The event management for the MACathon is done by German Entrepreneurship GmbH (hereinafter "GE GmbH"). GE GmbH is a consulting firm and service provider located in Munich that specializes in the successful initiation, placement and implementation of cooperations between universities, economy and start-ups.

Application and Admission

5. Application for the MACathon is open to natural persons. Every person applying for participation in the MACathon ("Applicant") must register individually on the website of the MACathon at ai-hackathon.com at the latest by the end of April 5th, 2019.
6. 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 MACathon. Siemens reserves the right to check Applicants' identities. Applicants will be required to enter their full name, age, country of residence, nationality (for export control related and statistical purposes) LinkedIn Profile (if any), e-mail address, experience (e.g. Data clustering, natural language processing, machine learning, or any other field in data analysis or AI), and motivation (reasons to take part in the MACathon, mandatory) **and to confirm that they have read and agree to be bound by these Terms and Conditions**. Siemens will use the submitted personal information only in connection with this MACathon and will not disclose such personal information to third parties.
7. Admission to the MACathon is at Siemens' sole discretion. All applications will be reviewed by Siemens, and Applicants will receive an e-mail stating either that they are admitted to participate in the MACathon or that their application has ultimately not been considered for participation in the MACathon. No reasons will be given for Applicants' admission or non-admission, as the case may be. Applicants who are admitted to participate in the MACathon will be referred to as "Participants".
8. An Applicant or Participant (later) may end their participation in the MACathon at any time by sending a brief e-mail notification to Siemens' project team for the MACathon at info@ai-hackathon.com. Termination of the participation shall not affect any rights or obligations incurred prior to the date of termination.
9. No purchase of any product or service of Siemens or any third party is required for participation in the MACathon.
10. 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 MACathon.
11. The application and admission steps are supported by a user-friendly submission procedure. For further information regarding the submission procedure please see the "FAQ" Page on the website: ai-hackathon.com/faq
12. Siemens will delete Entries on the website which
 - a) contain inappropriate or unlawful content or research proposals which do not comply with export control restrictions;
 - b) create a potential risk of infringing intellectual property rights or misappropriating trade secrets or confidential information of third parties; or
 - c) contain viruses, worms, corrupted files, cracks or other materials that are intended to or may damage or render inoperable software, hardware or security measures of Siemens or Mindjet and/or any other third party.

Siemens shall not be obligated to fulfill any obligation or perform any act with regard to the MACathon if such fulfillment 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") and shall obtain all necessary export licenses, unless Siemens or any party other than Applicant/Participant is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

Participants shall advise Siemens in writing as early as possible but not later than two weeks after the submission of any Entry of such Participant of any information and data required by Siemens to comply with all Foreign Trade Regulations for Participant's Entry applicable in the country/countries of export and import.

13. Entries which are incomplete, defaced or damaged will be deemed invalid.
14. If a Participant attempts to compromise the integrity or the legitimate operation of the MACathon, or if there is reason to believe that such Participant has compromised the integrity or the legitimate operation of the MACathon by cheating, hacking, creating a bot or other automated program, or by committing fraud in any way, Siemens may seek damages from the participant to the fullest extent permitted by law. Further, Siemens may disqualify and ban the participant from any future events.
15. Applicants and Participants agree to be bound by these Terms and Conditions when entering the MACathon. Failure to agree to be bound by these Terms and Conditions will prevent an Applicant from applying and a Participant from participating. Non-compliance with these Terms and Conditions shall result in the disqualification of the Applicant/Participant. Applicants and Participants furthermore agree to abide by Siemens' decisions, which are final and binding. Details of evaluation of Entries will not be published. Siemens is not obliged to respond to any correspondence received from Applicants or Participants.

On-site MACathon

16. The Participants will be invited to Siemens AI Lab @ Mindspace, Viktualienmarkt 8, Munich. Details on the Project Tracks of the MACathon can be found on the FAQ page on the website: ai-hackathon.com and will be given, live at the event.
17. On April 27th 2019, Participants will pitch and demonstrate the results of their entry to a jury of Siemens business and technology experts. All materials for the presentations must be submitted to the respective team captain in advance of the presentation. Time and format will be communicated at the event. The presentations must be in the English language. The jury will announce the winning participants that will receive a prize. All Participants will receive giveaways and a certificate of participation issued by Siemens.
18. Siemens may decide at its sole discretion to invite certain Participants to undertake an internship and/or to collaborate in terms of preparation of a Bachelor/Master thesis and/or to take part in a mentoring programme at Siemens. In such event, Siemens will contact the respective Participant to get into detailed discussions thereto after the MACathon will have been finished.
19. Siemens will not reimburse any expenses (such as travel expenses) nor accommodation costs for Participants.
20. During the MACathon, complimentary meals will be provided for Participants on-site in Munich.

Confidentiality

21. Any and all Confidential Information (as defined below in these Terms and Conditions) received by Participants in connection with the MACathon
 - shall be used by Participants exclusively for the MACathon;
 - shall not be distributed or disclosed in any way or form by Participants to anyone except to Siemens and to their Project Track colleagues;
 - shall otherwise be kept confidential by Participants; and
 - shall remain the property of Siemens.
22. "Confidential Information" shall mean any information and data, 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 MACathon, (b) disclosed by a Participant during the MACathon (for the sake of clarification only, including that Participant's own Entry(-ies), or (c) otherwise disclosed to Siemens in connection with the MACathon, each irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof.
23. Depending on the sensitivity of Confidential Information to be given to Participants, Participants may be required to sign a written confidentiality agreement on-site before being able to participate in the MACathon.

Licenses and Rights

24. By their registration for the MACathon, 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.

25. **By their registration for the MACathon, every Participant hereby grants Siemens an exclusive, irrevocable, fully paid up, transferable right to acquire full ownership rights in and to their Entries (including any inventions, intellectual property rights, applications for intellectual property rights, software and other copyrighted items and know-how) in consideration of the payment by Siemens of a lump sum of EUR 500 per Participant.**
26. **Each Participant acknowledges that Siemens may either itself create or obtain Entries from other Participants 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 or Entries which are already known to Siemens are similar to Participant's Entry.**
27. 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).

28. During the MACathon, insofar as Siemens deems necessary in Siemens' sole discretion, Siemens may make available without charge to all or certain Participants certain elements of Siemens' knowledge and/or hint all or certain Participants to certain of Siemens' 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 MACathon. Siemens shall have no obligation to provide any of Siemens' knowledge, intellectual property rights and/or copyrighted items, and it 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

29. **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.**
30. **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

31. Participants agree that Siemens or third parties on behalf of Siemens produce photographs, audio and video recordings ("Recordings") of their person documenting the MACathon 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

32. 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 MACathon or by any human error which may occur in the processing of the entries in this MACathon.

33. The MACathon web site may contain links and references to the web pages of third parties. Siemens shall have no liability for the content of such 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 MACathon web site as third party information, including any information supplied by any of the sales partners.

Miscellaneous

34. The execution of the MACathon 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 MACathon 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.
35. Siemens reserves the right to modify these Terms and Conditions at any time, without advance warning or notice (whereupon Applicants and Participants may terminate their participation in the MACathon as set out above in these Terms and Conditions), and/or to suspend, withdraw or cancel the MACathon for any reason and at any time, at its sole discretion and without incurring any liability. Siemens furthermore reserves the right to exclude at any time a Participant who is not willing to abide by these Terms and Conditions, without incurring any liability for such exclusion.

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