Terms and Conditions for participation in the
"AI Lab Hackathon on Blockchain and AI"

Preamble

1. This challenge (the "**Hackathon**") is sponsored by Siemens Aktiengesellschaft (hereinafter "**Siemens**"). Siemens is a leading technology provider with significant expertise in the area of digitalization, automation, and industrial security.

2. The Hackathon is designed to encourage students to show their competences in the field of data analysis for Blockchain technologies and around the utilization of Blockchain-related data

3. The Hackathon will take place from November 10th til November 12th, 2017 as a two-and-a-half-day on-site challenge preceded by a registration, as more fully described below. For details on the timeline of the Hackathon please consult the FAQ page on the website: http://www.ai-lab-hackathon.com/faq.pdf

Registration

4. Registrations will be accepted from October 14th to November 6th, 2017 inclusive (the "**Registration Period**").

5. The registration for the Hackathon is open to students of all universities and applied science universities. Siemens employees, who want to participate in the hackathon outside of work can join as well.

6. Students and employees of third parties may not participate in the Hackathon.

7. Every student must register individually on the website of the Hackathon (see Section 9). The number of participants in this Hackathon is limited for capacity reasons. Siemens reserves the right of admission based on the sole discretion of the Siemens project team. After completion of the Registration Period, every successfully registered student will be contacted by the Siemens' project team via e-mail to confirm his or her participation in this Hackathon. After this final confirmation of participation in the Hackathon, participating students shall form teams of minimum three students to perform the challenges as mentioned in Section 2. The formation of teams may be facilitated but in no way forced by the Siemens team on-site at the Hackathon. Each participating student and team of minimum three students is hereinafter referred to as "Participant(s)" (individually for students, collectively for teams of students) for purposes of these Terms and Conditions.

8. All Participants must be age 18 or older on the date of registration for the Hackathon. Siemens reserves the right to verify the eligibility of Participants and check their identities.

9. Students are requested to register at the following website: http://www.ai-lab-hackathon.com/

10. For registration, individual Participants will be required to enter their full name, country of residence and 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), motivation (list of 3 reasons to take part in this Hackathon), initial ideas for the hackathon and potential team members (if any).

11.   A Participant may unregister from the Hackathon at any time by sending a brief e-mail notification to Siemens' project team for the Hackathon at team@ai-lab-hackathon.com. Termination of the participation shall not affect any rights or obligations incurred prior to the date of termination, in particular related to confidentiality (see Sections 18 to 20 (inclusive) below).

12.   Participants agree to be bound by these Terms and Conditions when entering the Hackathon. Failure to agree to be bound by these Terms and Conditions will prevent a student from participating. Non-compliance with these Terms and Conditions shall result in the disqualification of the Participant. Participants furthermore agree to abide by Siemens' decisions, which shall be final and binding. The details of evaluation of the Participants` results will not be published. Siemens is not obliged to respond to any correspondence thereto received from Participant.

13.   No purchase of any product or service of Siemens or any third party is required for participation in the Hackathon.

On-site Hackathon

14.   The Participants will be invited to Siemens AI Lab @ Mindspace, Viktualienmarkt 8, Munich. Details on the challenges of the Hackathon can be found on the FAQ page on the website: http://www.ai-lab-hackathon.com/faq.pdf and will be given, live at the event.

15.   On November 12th, 2017, Participants will pitch their results on the Hackathon (the "**Results**") to a jury of experts of Siemens and German Entrepreneurship GmbH. All materials for the presentations must be submitted to a member of the organizational team 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 three winning Participants that will receive the prize of raspberry pi's, a voucher for "exit-the-room" as well as AI Lab give-aways. All Participants will receive a Certificate of Participation issued by Siemens.

Siemens may decide at its sole discretion to invite certain Participants to undertake an internship at Siemens and/or to collaborate with Siemens 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 Hackathon will have been finished.

Logistics

16.   Siemens will not reimburse any expenses (such as travel expenses) nor accommodation costs for Participants.

17.   During the Hackathon, complimentary meals will be provided for Participants on-site in Munich.

Personal Data

18.   The organization will collect personal data from the participant in the application process. This data will only be used for communication by the organization relating to AI Lab Hackathon events and any event related information and will be passed on to the organization. Participant's information will not be sold, rented or provided to anyone but the organization for commercial or marketing purposes.

Confidentiality

19. Any and all Confidential Information (as defined below in these Terms and Conditions) disclosed by Siemens to Participants in connection with the Hackathon:

- shall be used by Participants exclusively for the Hackathon;

- must not be distributed or disclosed in any way or form by Participants to anyone except on a need-to-know basis to other Participants in connection with the Hackathon;

- must otherwise be kept confidential by Participants; and

- remains the sole property of Siemens.

"**Confidential Information**" means any information and data, including, but not limited to, any kind of business, commercial or technical information, and data disclosed in connection with the Hackathon irrespective of the medium in which such information or data is embedded. Confidential Information includes any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof.

20. After the Hackathon (or any time before upon request by Siemens), the Participant must either return to Siemens or destroy all Confidential Information disclosed by Siemens in his or her possession, including Confidential Information stored electronically and/or on record-bearing media as well as any copies thereof. Upon request by Siemens, the Participant shall confirm in writing within fourteen days such destruction or return the Confidential Information as well as any copies thereof.

21. Sections 18 and 19 apply mutatis mutandis to Confidential Information disclosed by a Participant to Siemens or other Participants.

Licenses and Rights

22. All Results remain the intellectual property of the Participants and it is not Siemens' responsibility to ensure that the concept, the Results and any intellectual property therein is adequately protected.

23. To the extent entitled thereto without the prior approval of his or her University under a pre-existing contractual relationship with the University, every Participant grants Siemens a right to acquire a sublicensable license for the use of such Participant's Results if they are chosen for implementation. The further terms for licensing the Results will in such event be negotiated between every Participant and Siemens individually.

24. In any case, Participants will be encouraged to publish their Results under an open source license in order to promote innovation by sharing their work with a greater community.

25. Where necessary, winning Participants shall use every reasonable effort to obtain the consent of their University to obtain a license as set out in Section 22 also from the University, and to allow Siemens to publish the name of the University in communications involving the Hackathon if Siemens should choose to do so. In such event, Siemens will make available to the University the final draft of the planned publication where required by the University.

26. 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) if their Results are selected as winners of the Hackathon.

27. No Participant is entitled to use the Siemens name or any Siemens trademark or service mark as a result of their participation in the Hackathon.

Recordings and Materials

As a participant of the AI Lab Hackathon you give your permission and grant the organization the irrevocable right to:

28. Interview you and/or record your participation in AI Lab Hackathon and appearance on video tape, audio tape, film, photograph or any other media, whether now known or hereafter existing (the "Recordings").

29. Use your name, likeness, image and/or voice in connection with the Recordings.

30. Use, reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media whether now known or hereafter existing, and to allow others to do the same, your name, likeness or voice, the Recordings, and/or copies of the materials listed below (the "Materials"), in whole or in part worldwide, without restrictions or limitations, in perpetuity, for any purpose including without limitation, promotional, educational or commercial use.

31. You agree to release AI Lab Hackathon, its trustees, officers, employees, students and agents from any liability to you, and on behalf of your heirs, executors, administrators, legal representatives and assigns, based on or arising out of use of my name, likeness or voice, or the Recordings or Materials.

32. You agree to make no accounting, monetary or other claim against AI Lab Hackathon for use of your name, likeness or voice, the Recordings or the Materials**.**

Representations and Warranties/ Compliance with foreign trade regulations

33. Each Participant represents and warrants that their Results contain only original ideas of the Participant or third party material that is part of the public domain and whose use is not illegal.

    Detailed instructions regarding the permitted usage of Open Source Software (as defined below in this Section) in the performance of the challenges as mentioned in Section 2will be given on-site by the Siemens project team during the Hackathon.

    "**Open Source Software**" shall mean any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by the licensor are generally permitted) under any license terms or other contract terms which allow every user to modify such software and/or require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software (hereinafter referred to as "Derivative Software"), either of the following: (a) that the source code of such software and/or any Derivative Software be made available to third parties; (b) that permission for creating derivative works of such software and/or any Derivative Software be granted to third parties.

34. Each Participant represents and warrants that their Results have not been developed as part of a research project in which their Universities participated or are participating, and furthermore that the Participant did not use any University facility or work equipment (including, but not limited to software).

35. 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 the 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 Result 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.

Disclaimer

36. Siemens is not responsible for Results not received due to lost, failed, delayed or interrupted connections or miscommunications or other electronic malfunctions. Siemens is not responsible for incorrect or inaccurate Result 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 Results in the Hackathon.

37. The Hackathon 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 Hackathon web site as third party information, including any information supplied by any of the sales partners.

Miscellaneous

38. If someone cheats, or a virus, bug, bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of AI Lab Hackathon, Siemens reserves the right to cancel, change, or suspend the hackathon. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the hackathon, the organization reserves the right to select winners from among all eligible entries received before the hackathon needed to be cancelled, changed or suspended.

39. If the participant attempts to compromise the integrity or the legitimate operation of AI Lab Hackathon, or if there is reason to believe the participant has compromised the integrity or the legitimate operation of this event 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.

40. 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.

41. Any conflict regarding the Hackathon or the Terms and Conditions shall be subject (to the extent admissible) to the exclusive jurisdiction of the courts of the Federal Republic of Germany.

42. Siemens reserves the right to modify these Terms and Conditions at any time, without advance warning or notice, and/or to suspend, withdraw or cancel the Hackathon 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.