

Terms and Conditions for participation in the “TAPAS Community Challenge“

Preamble

1. This challenge (the “**TAPAS Community Challenge**”) 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 TAPAS Community Challenge is designed to encourage participants to show their competences in the field of power electronics and coding.
3. The TAPAS Community Challenge started on February 26, 2018. After several phases encompassing the registration of participants, submission of their ideas, and presentation of certain ideas to a jury (each as more fully described below), it will end with an award ceremony on July 27, 2018 as part of a conference that will be jointly held by Siemens and Friedrich-Alexander-Universität Erlangen-Nürnberg (“FAU”) at FAU’s premises in Erlangen, Germany (the “CKI Conference”).

In Phase (1) of the TAPAS Community Challenge, Participants may submit an idea which describes a project that the Participant plans to realize with the TAPAS board. From such ideas, Siemens will continuously select the ones which seem promising at Siemens’ sole discretion. Participants whose ideas have been selected for implementation will receive a TAPAS board free of charge via mail in order to realize the idea. The earlier a Participant submits his/her/their idea, the more time such Participant has for its implementation. **Please note that programming the TAPAS board will require the use of a Raspberry Pi single board computer, which Siemens will not supply to Participants.**

In **Phase (2)** participants may upload a visualization of their implemented ideas on the TAPAS community webpage until (including) June 24, 2018. Upon conclusion of Phase (1), a jury of Siemens and FAU employees will select up to five ideas at jury members’ sole discretion.

Phase (3) consists of a two-day event in Erlangen (Germany) that is linked to the Siemens CKI Conference (CKI= Center of Knowledge Interchange) at FAU on July 27, 2018. Participants whose ideas will be chosen will be invited to present their idea at the CKI Conference. Participants will be able to pitch their ideas to a jury of experts from Siemens and FAU, whereupon the winning idea will be selected at the jury members’ sole discretion.

4. For details on the timeline of the TAPAS Community Challenge, please consult the FAQ page on the website of the TAPAS Community Challenge at <https://challenge.tapas.sdi.tools/>.

Registration

5. Registrations are accepted from February 26th until (including) June 24, 2018 (the “**Registration Period**”) at the website of the TAPAS Community Challenge at <https://challenge.tapas.sdi.tools/> .
6. The registration for the TAPAS Community Challenge is open to any individual having their usual place of residence in one of the following countries: Austria,

Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Republic of Moldova, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland or the United Kingdom.

7. **Individuals who have contractual relationships with third parties may only register and participate in the TAPAS Community Challenge if their contractual relationship with such third party (including, but not limited to, an employment agreement) confers neither ownership nor any other rights (including, but not limited to a license) in or to their results to third parties other than Siemens. In the latter case, such individuals may not register.**

The former also applies to employees of Siemens AG or one of its affiliated entities (“Siemens Employees”). Siemens Employees may however submit their e-mail address to the TAPAS Community Challenge via support@challenge.tapas.sdi.tools for a separate challenge to follow.

8. Every participating natural person must register individually and personally on the website of the TAPAS Community Challenge (see Section 9).

The number of participants in this TAPAS Community Challenge is limited for capacity reasons. Siemens reserves the right of admission based on the sole discretion of the Siemens project team. After his or her registration, every successfully registered participant will be contacted by the Siemens project team via e-mail to confirm his or her participation in this TAPAS Community Challenge. After this final confirmation of participation in the TAPAS Community Challenge, participants may form teams of up to three participants to perform the different parts of the TAPAS Community Challenge as mentioned in Section 3. Each individual participant and/or team of up to three individual participants is hereinafter referred to as “Participant(s)” (individually for individuals, collectively for teams of participants) for purposes of these Terms and Conditions.

9. All Participants must be age 18 or older on the date of registration for the TAPAS Community Challenge (majority age in an individual’s country of nationality governs where different from 18). Siemens reserves the right to verify the eligibility of Participants and check their identities.
10. For registration, individual Participants will be required to enter their full name, country, place of residence (including a full postal address at the place of residence, since TAPAS boards might be subsequently mailed to such address), nationality (for export control related and statistical purposes), e-mail address, company/university, skills (e.g. C++, Java, Linux,...) and motivation (to take part in this TAPAS Community Challenge). Participants will furthermore be required to confirm that they have read, and agree to be bound by these Terms and Conditions.
11. A Participant may unregister from the TAPAS Community Challenge at any time by sending a brief e-mail notification to Siemens’ project team for the TAPAS Community Challenge at support@challenge.tapas.sdi.tools. Termination of the participation shall not affect any rights or obligation incurred prior to the date of termination.

12. Participants agree to be bound by these Terms and Conditions when entering the TAPAS Community Challenge. Failure to agree to be bound by these Terms and Conditions will prevent an individual 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. **Programming the TAPAS board will require the use of a Raspberry Pi single board computer, which Siemens will not supply to Participants.** No purchase of any product or service of Siemens is required for participation in the TAPAS Community Challenge.

Phases (1) and (2): Online part of the TAPAS Community Challenge

14. Upon their successful registration, Participants get access to the section of the TAPAS Challenge website where they can submit ideas on how to make use of the TAPAS board. The earlier the registration of a Participant, the longer the time available for the submission of ideas and the subsequent work.
15. Submitted ideas will be reviewed and evaluated by Siemens experts on an ongoing basis. Upon a good evaluation, the Participant will be informed that the outlined idea is seen as promising, and he or she will receive a voucher code and a link to a website. At the website, the Participant will be able to enter the voucher code in order to order a TAPAS board free of charge to the postal address used for registration.
16. Upon receipt of the TAPAS board from Siemens, Participants will have time to work on their idea/project with the TAPAS board until (including) June 24, 2018.
17. Any contributed source code (i.e. a link to such source code), as well as a short description of the corresponding idea, and accompanying materials such as video clips showing the result of the work done, will need to be uploaded to the TAPAS Community Challenge website by June 24, 2018, 23:59 CEST at the latest. Any and all uploaded content, including any contributed code, will be referred to individually as an "Entry" or collectively as "Entries".

Any and all Entries will need to be put under an Open Source License before their upload, i.e. 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 (i.e. not just Siemens) to modify such Entries and/or require, as a condition of modification and/or distribution of such Entries incorporated into, derived from or distributed with other elements (hereinafter referred to as "Derivative Works"), either of the following: (a) that the Entry (in the case of software, the source code of such software) and/or any Derivative Work be made available to third parties; (b) that permission for creating derivative works of such Entries and/or any Derivative Works be granted to third parties. For software, Siemens encourages the use of BSD, MIT or GPL licenses, or similar licenses. For works other than software such as texts, Siemens encourages the use of a suitable Creative Commons license. **Any license used must enable Siemens at least to inspect the full content of Entries (for software: including any Source Code).**

18. During the time period from June 25, 2018 until (including) July 06, 2018, a jury of Siemens and FAU experts will select up to five finalist ideas at its sole discretion.
19. Participants whose ideas will have been chosen as finalist ideas will be referred to as "Finalists". Finalists will be notified by July 06, 2018 via e-mail and receive an invite to a two-day event that is to be held in connection with the CKI conference on July 26 and 27, 2018.

Phase (3): On-site part of the TAPAS Community Challenge

20. Phase (3) is intended to run from July 26 until July 27, 2018 and will take place at FAU in Erlangen (Germany).
21. On July 26, 2018, all Finalists will meet Siemens experts, receive presentation training and be required to fine tune their presentations. All presentations and materials for the presentations will have to be submitted by Finalists to the organizational team in person and on a common storage medium by 6 PM on July 26, 2018. The presentations and materials must be in the English language.
22. On July 27, 2018, all Finalists will present their Results to a jury of experts from Siemens and FAU as part of the CKI Conference at FAU in Erlangen. The jury will choose one winning Finalist at its members' sole discretion, and announce the winning individual or team at the CKI Conference. The winning Finalist will win the prize of EUR 5,000 (five thousand Euro; one prize for all individuals in case of a team). All Finalists will receive a Certificate of Participation issued by Siemens.
23. Siemens may decide at its sole discretion to invite certain Participants (whether Finalists or not) 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 TAPAS community Challenge will have been finished.

Siemens may furthermore decide at its sole discretion to invite certain Participants (whether Finalists or not) to further develop and/or implement a submitted idea after the Challenge will have been finished. In such event, Siemens will contact the respective Participant to get into discussions regarding a possible further collaboration.

Logistics

24. Siemens will bear reasonable travel expenses for all Finalists, including travel to Erlangen (Germany), and room and board during the two-day finals in Erlangen. Siemens will provide hotel accommodation (incl. breakfast) for all Finalists.

Subject in each case to presentation of original invoices or other suitable evidence, the following reimbursements shall be made to Finalists:

- Railway and local public transport: 2nd Class
- Air travel: Economy Class

No other per-diem expenses or travel time will be reimbursed.

For all expenses which are subject to value-added-tax, the value-added-tax shall be reimbursed to the Finalist by Siemens in addition to the net value of the reasonable travel expenses, if it is properly invoiced and provided to Siemens by the Finalist.

At Finalists' request Siemens will provide invitation letters for the Finalists (all team members) which can be used by Participants to apply for eventual visa. Any cost related to visa applications shall be borne by the Participants themselves.

25. During the presentation training on July 26, 2018 and the CKI Conference on July 27, 2018, complimentary meals will be provided for Finalists in Erlangen.
26. Siemens will not bear any further expenses or reimburse any further costs related to the TAPAS Community Challenge other than those expressly mentioned in this sub-section of the Terms and Conditions.

Licenses and Rights

27. In any case, Participants will be required to publish their Entries under an Open Source License in order to promote innovation by sharing their work with a greater community. During the Challenge, Participants can ask the Siemens team at support@challenge.tapas.sdi.tools for more detailed recommendations regarding the usage of Open Source Licenses (as defined below in this Section) in the performance of the TAPAS Community Challenge. However, any decision for, and use of a particular Open Source License will always remain at Participants' sole responsibility.
28. For the sake of clarification only, it is not Siemens' responsibility to ensure that the concept, the Results and any intellectual property therein is adequately protected.
29. 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 Entries are selected as winners of the TAPAS Community Challenge.

Representations and Warranties

30. Each Participant represents and warrants that their ideas and subsequent Entries contain only original ideas of the Participant, or third party material that is part of the public domain and whose use is not illegal.
31. Each Participant represents and warrants that their ideas and subsequent Entries have not been developed as part of a research project in which one or more third parties (including but not limited to third party employers) participated or are participating, and furthermore that the Participant did not use any third party knowledge, facility, work equipment (including, but not limited to software) or other resources.
32. Without limitation, each individual Participant will indemnify and hold harmless Siemens from any and all claims brought by third parties due to an alleged

infringement of their intellectual property rights, copyrights or other rights. Such obligation of Participants shall comprise reasonable attorney fees and court fees.

Disclaimer

33. Siemens is not responsible for ideas and subsequent 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 idea or Entry information, whether caused by any of the equipment or programming associated with or utilized in the TAPAS Community Challenge or by any human error which may occur in the processing of the ideas and Entries in the TAPAS Community Challenge.
34. The TAPAS Community Challenge 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 TAPAS Community Challenge web site as third party information, including any information supplied by any of the sales partners.

Miscellaneous

35. Siemens will delete any entries which
 - contain inappropriate or unlawful content or proposals which do not comply with export control restrictions;
 - create a potential risk of infringing intellectual property rights or misappropriating trade secrets or confidential information of third parties; or
 - 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 and/or any other third party.
36. Entries which are incomplete, defaced or damaged will be deemed invalid.
37. Siemens shall not be obligated to fulfil any obligation or perform any act with regard to the TAPAS Community Challenge if such fulfilment or performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

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 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.

38. No Participant is entitled to use the Siemens name or any Siemens trademark or service mark as a result of their participation in the TAPAS Community Challenge.
39. The execution of the TAPAS Community Challenge 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.
40. Any conflict regarding the Challenge 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.
41. 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 Challenge 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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