

# SMART BUILDINGS CHALLENGE

## OFFICIAL RULES

Last updated August 9, 2019

THE FOLLOWING RULES, TERMS AND CONDITIONS (“OFFICIAL RULES”) GOVERN YOUR OR YOUR COMPANY’S ENTRY TO AND PARTICIPATION IN THE *SMART BUILDINGS* CHALLENGE (THE “CHALLENGE”). BY PARTICIPATING IN AND SUBMITTING A CHALLENGE ENTRY YOU ACCEPT AND AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND THEM. “YOU” AND “YOUR” MEANS THE AUTHORIZED INDIVIDUAL SUBMITTING AN ENTRY TO THE CHALLENGE AND ANY COMPANY OR OTHER LEGAL ENTITY THAT EMPLOYS THAT INDIVIDUAL AND FOR WHICH THAT INDIVIDUAL IS ACCEPTING THESE OFFICIAL RULES (COLLECTIVELY, “CONTESTANT”). “WE,” “US” AND “OURS” MEANS THE INDUSTRIAL INTERNET CONSORTIUM (“IIC”) AND THE TRUSTED IOT ALLIANCE (“TIOTA”), WHICH ARE, COLLECTIVELY, THE “ORGANIZERS” OF THIS CHALLENGE. THE CHALLENGE IS SUBJECT TO ALL APPLICABLE LAWS AND IS VOID WHERE PROHIBITED BY LAW.

A description of the Challenge can be found here: <https://www.iiconsortium.org/smart-buildings-challenge.htm> (the “Challenge Description”)

Please direct any questions regarding the Challenge to [walsh@iiconsortium.org](mailto:walsh@iiconsortium.org).

The Organizers websites: IIC = <https://www.iiconsortium.org>, TIOTA = <https://www.trusted-iot.org>.

### 1. Challenge Participants (the “Participants”)

**Principal(s)** (sponsor and define Challenge) and **Technology Partners** (provide enabling technology) are identified on the [IIC](#) and [TIOTA](#) Smart Buildings Challenge web pages.

### 2. Entry Period and Timeline, Contents of Entries

a. The Challenge Entry Period begins 2019-07-26 and ends 2019-08-30 at 12:00 am Eastern Standard Time (“Entry Period”). All dates and times are determined by the Organizers in their discretion, and all times are stated in Eastern Time. No Entries will be accepted after the Entry Period.

b. Winner(s) will be announced at Bosch Connected World and on [www.iiconsortium.org](http://www.iiconsortium.org) and [www.trusted-iot.org](http://www.trusted-iot.org) on or about February 19, 2020.

c. To be considered complete, each Entry (i) must be submitted using the submission form available at each of the Organizer’s websites or to the email address [walsh@iiconsortium.org](mailto:walsh@iiconsortium.org) during the Entry Period, and (ii) must include the following:

- PowerPoint Presentation meeting requirements described below under Section 7 (“Submissions”); and
- [IoT Challenges Contestant Agreement](#), executed by authorized representative of Contestant; and

- Any other requirements stated below under Section 7 (“Submissions”).

### 3. Evaluation Criteria

The Challenge is comprised of one or more Use Cases for technologies within the Internet of Things (“IoT”), each with its own business application and technical requirements, as described in the [Challenge Description](#). The following criteria will be used to select the winning Entry for each Use Case:

- **Business:** How well does the Entry support the outlined Use Case, provide value add for end-customers, and deliver innovation?
- **Technology:** How well does the proposal describe how it will ensure scalability and realistic rollout in an enterprise environment? Proof of Concepts (“PoC’s”) will be given bonus consideration.
- **Community Contribution:** How well have the contributors supported the Challenge events reflected in the timeline established by the Challenge Description?

### 4. Jury

a. The Jury will be comprised of subject matter experts and representatives from the Principals, Organizers and a selected analyst.

b. The decisions of the Jury are final. Contestants will not have access to any other contestants’ assessments or scores, or the means by which the jury reached its decisions, and agree not to dispute any decision of the jury. If the Jury or Organizers determine that, in their judgment, no one has successfully solved a Use Case, they may decide that there will be no winner for the Use Case.

### 5. Challenge Prizes

Each winner of the Challenge will be entitled to receive a cash award of at least €20,000, which must be applied by Contestant to the development of a funded Proof of Concept within the facilities of one of the Principals. In other words, a condition for being awarded a Prize is a willingness to work with a Principal in developing a Proof of Concept of the winning Entry. In the event that a winner is not selected for a Use Case for any reason, the cash award may be allocated among the other winners at the sole discretion of the Principals. Any funds needed for the development and implementation of the Proof of Concept in excess of the Prize amount are the sole responsibility of the winning Contestant. *To be awarded a Prize a winner must sign a [Prize Agreement](#) and [Publicity Release](#).*

### 6. Eligibility

a. NO PURCHASE NECESSARY, AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS REQUIRED TO PARTICIPATE.

b. An eligible Entry must be a solution that is originally conceived by the Contestant. It can be based on Contestant’s existing product or research or newly developed. It must not violate any applicable law or regulation or infringe any third-party rights, including any third-party privacy, publicity, or intellectual property rights. Entry(ies) must be submitted in English.

c. All team members of any Contestant must be eighteen (18) years of age or older and may not be citizens of any restricted countries or areas (see list at end of this paragraph, as may be updated by the United States government). Employees of the Organizers, Participants, or Judges, and of their subsidiaries and affiliates, and each such employee’s immediate family members (spouse, parent, child, sibling, and their

respective spouses, regardless of where they live) and persons living in the same households of such employees, whether or not related, are ineligible. THE CHALLENGE IS VOID IN MAINLAND CHINA, THE CRIMEA REGION CONTROLLED BY RUSSIA, CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA, AND WHERE PROHIBITED AT THE TIME OF THE CHALLENGE. Organizers assume no responsibility for determining legal status of this Challenge in any territory.

d. This is a skills-based Challenge and chance does not determine the winners. Any person submitting an Entry on behalf of a Contestant must have authority to bind the Contestant to the Contestant Agreement and these Official Rules.

e. If any Contestant is found to be ineligible, has not complied with these Official Rules, or declines the monetary prize for any reason prior to its award, it will be disqualified and, if such Contestant has been selected as a winner, such selection will be void and of no effect.

## 7. Submissions

Contestants must submit their Entries in strict accordance with the instructions and specifications stated in the [Challenge Submission Template](#).

## 8. Costs and Expenses

Each Contestant will be responsible for its own costs and expenses related to the Challenge, including the cost of attending the Award ceremony.

## 9. Contestant Representations

By participating in the Challenge, each Contestant represents, warrants and covenants as follows:

- Contestant is the sole creator and owner of the Entry.
- The Entry is not the subject of any threatened or actual litigation.
- The Entry does not violate or infringe upon the intellectual property rights, privacy rights, publicity rights or other legal rights of any person.
- The Entry does not contain any harmful computer code (malware, viruses, etc.).
- The submission and use of the Entry as intended will not violate any applicable laws.
- Contestant will not, in regard to the Challenge, act in any unfair or unreasonable manner, including by engaging in conduct that is obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or causing embarrassment to any other person.

## 10. Indemnity; Limitation of Liability

a. Each Contestant agrees, as a condition of being permitted to enter the Challenge, that it will indemnify and defend the Organizers and Participants against any third party claims brought against them, and any damages, losses or expenses (including reasonable attorneys' fees) they suffer or incur in connection with these claims, that arise from the Contestant's infringement of any intellectual property rights, or violation of any law, in preparing or submitting its Entry or otherwise performing the Challenge.

b. Each Contestant acknowledges that the Organizers are nonprofit entities facilitating the Challenge on behalf of certain members and others, obtain no direct financial benefit from the Challenge, and are not the makers of or otherwise responsible for any software, technology or other tools made available to it for purposes of preparing its Entry. Therefore, as a condition of being permitted to enter the Challenge,

each Contestant does hereby release, discharge, and hold harmless the Organizers and Participants, and each of their respective affiliates, and each of their respective officers, directors, employees and agents, from and against any and all liability, damages, claims or actions of any kind whatsoever, whenever the same may accrue, for injuries, damages or losses to persons (including death) and property which may be sustained by Contestant as a result of participating in the Challenge, including in connection with receiving or using the Prize or preparing for, participating in, and/or traveling to any Challenge-related activity, whether such claims or actions are on behalf of Contestant or Contestant's heirs, representatives, administrators or assigns, or for any injury or damage to Contestant's or others' computers arising from or related to entering or downloading any materials in the Challenge, except that Contestant does not release any Participant from liability from any damage, loss or expense caused by that Participant's gross negligence, willful misconduct, violation of law, or infringement of third party intellectual property rights.

## 11. Other Agreements of Contestant

a. By entering the Challenge, each Contestant also agrees (1) to be bound by these Challenge Rules; (2) to comply with all applicable laws and regulations; (3) that the decisions of the Organizers and juries are final and binding with respect to all matters relating to the Challenge; and (4) in the event it is selected as a winner of the Challenge, it will enter into the Prize Agreement and Publicity Release, which provide *inter alia* that Participants may use the winning entries and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Challenge or future promotions without compensation or approval (except where prohibited by law).

b. Each Contestant consents to and authorizes the Organizer and Participants, and their respective affiliates, assignees, representatives, licensees, and designees, as well as anyone further authorized or licensed by the foregoing, to make photographs, audio recordings, video recordings, films, drawings and other likenesses or representations of their representatives, as may be reasonably necessary or appropriate for advertising and promoting the Organizers, Participants and Challenge, in any medium now known or hereafter developed, at any time now or hereafter in perpetuity, for the foregoing purposes.

c. All federal, state/provincial/territorial, and local taxes, fees, and surcharges (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize Winners. Prize Winners will be issued an Internal Revenue Service (IRS) Form W-9 or W-8 with the Prize Agreement, and a subsequent IRS Form 1099, if applicable.

d. The Organizers reserve the right to verify the validity and originality of any Eligible Entry and/or team (including a team's identity and address) and to disqualify any team that submits an Entry that is not in accordance with these Challenge Rules or that tampers with the Entry process. Failure by any Participant to enforce any of its rights at any stage does not constitute a waiver of those rights.

## 12. Disputes

Except where prohibited by law, Contestant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration in the Commonwealth of Massachusetts, USA; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees;

and (3) under no circumstances will the team be permitted to obtain awards for, and the team hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Challenge Rules, or the rights and obligations of the team and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, USA, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the Massachusetts.

### 13. Right to Cancel or Suspend Challenge

a. The Organizers may, in their sole and absolute discretion and for any reason (including recommendation of the judges), without limitation: (a) cancel the Challenge or suspend the Challenge and then later resume the Challenge; (b) award the prize according to the criteria set forth above from among the eligible Entries received up to the time of the suspension; (c) extend any deadlines; and (d) take any other reasonable action as it deems necessary and appropriate to the circumstances to ensure a fair Challenge. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be in violation of criminal and civil law, and, should such an attempt be made, Organizers reserve the right to seek damages from any such person to the fullest extent permitted by law.

b. Any Participant's failure to enforce any term of these Challenge rules shall not constitute a waiver of that provision. If the Organizers elect to cancel or terminate the Challenge, Participants will not retain any rights in the submitted Entries.

### 14. Winners List

Winners' names will be available online at [www.iiconsortium.org](http://www.iiconsortium.org) and [www.trusted-iot.org](http://www.trusted-iot.org). You can request a list by sending an email to [walsh@iiconsortium.org](mailto:walsh@iiconsortium.org). Requests must be received no later than sixty (60) days after the end of the Entry Period

### 15. Personal Information

Information collected from Contestants is subject to each Organizer's separate Privacy Policy, which can be found at [www.iiconsortium.org/legal/](http://www.iiconsortium.org/legal/) and <https://www.trusted-iot.org/legal-notice-and-policies>.