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1. Background information

- 1.1. The European Space Agency (hereinafter referred to as “ESA”) recognises the potential of new technologies such as Artificial Intelligence (AI) as a key tool to perform EO Big Data Analytics and wishes to contribute to the development of an active community to apply AI technologies to EO data sets. To that end, it has decided to organise a series of “data challenges” to enable EO and AI experts to collaboratively solve key scientific questions and real-world problems.
- 1.2. SpaceTec Partners SRL (hereinafter referred to as “the Organiser”) has been awarded the contract for the organisation of the AI4EO Challenges (hereinafter referred to as “the Challenges”) under ESA Contract No. 4000131571/20/I-DT.

2. Definition

- 2.1 “Force Majeure” means an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.

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- 2.2 “Intellectual Property Rights” means all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.
- 2.3 “Applicant” means a legal or natural person that is eligible to participate in the Challenge in accordance with Article 3.
- 2.4 “Jury” means a natural or legal person who supports the Organiser and ESA to select a winner Applicant after the selection procedures detailed in the “Rules of Participation”.
- 2.5 “Sub-contractor” means the economic operators who are contracted under ESA Contract No. 4000131571/20/I-DT, being (i) Planetek Italia S.r.l, (ii) Sinergise Ltd., (iii) GMATICS S.r.l, (iv) STUDIOMAPP S.r.l, (v) Verhaert New Products & Services NV, (vi) EarthPulse SL and (vii) Trilateral Research Ltd.
- 2.6 “Third-parties” means a natural or legal person other than ESA, the Organiser, a sub-contractor, a jury and/or an Applicant.
- 2.7 “Platform” means the AI4EO crowd sourcing platform developed to host the challenges and available on <https://ai4eo.eu/>.

3. Eligibility

- 3.1 The Challenge is open to both individuals and teams from enterprises, scientific and research institutions, universities, or individuals of legal adult age from anywhere in the world. Applicants must be at least 18 years old, or must have reached the age of legal majority in the jurisdiction where they reside, whichever is older.
- 3.2 The following people are not eligible to participate: (a) individuals who are, or at any point since June 1, 2020, have been employed by (i) the Organiser, (ii) the Sub-Contractors, (ix) the European Space Agency, (x) partners of the Challenge; or any of its direct or indirect affiliates or subsidiaries; (b) immediate family (spouse, parents, siblings, and children) and household members of any those employees or former employees.

4. Right to participation and obligations

- 4.1 All eligible applicants have the right to participate in the Challenge on a free-of-charge basis. Applicants who wish to participate in the Challenge must register via the platform <https://ai4eo.eu/>. By participating in the Challenge and clicking on the “Apply” button,

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Applicants explicitly adhere to these Terms and Conditions. All costs incurred in participating in the Challenge shall be borne by the Applicants.

- 4.2 Applicants certify that they have sufficient ownership of the relevant Intellectual Property Rights and the information provided during the Challenge, and that they have the right to register and represent the legal entity under which they apply (when applicable) in the Challenge. Applicants declare that they do not submit any material that is copyrighted or protected by trade secret (1) including any information that infringes any third-party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations; (2) otherwise violates applicable law; or (3) is subject to any actual or threatened litigation or claim. Applicants are responsible for (i) any violations resulting in the unauthorised use of a third party's intellectual property and (ii) compliance with applicable laws. Specifically, Applicants also declare that all codes, information and materials submitted by them during the Competition are not in breach of any applicable law, license, regulations or third-party rights.
- 4.3 When participating to the Challenge, Applicants shall not be considered as "consumers" as defined by the Consumer Rights Directive (Directive 2011/83/EU).

5. Access and use of the Platform

- 5.1 When creating accounts on the AI4EO Platform, Applicants must provide us information that is accurate, complete and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of the Applicant's account on our Platform and their participation to the Challenge.
- 5.2 Applicants are responsible for safeguarding the password that they use to access the Platform and for any activities or actions under a password, whether a password is with our Platform or a third-party service. Applicants agree not to disclose a password to any third party. Applicants agree to be fully responsible for activities that relate to their account or their password. Applicants must notify the Organiser immediately upon becoming aware of any breach of security or unauthorised use of an account.
- 5.3 Applicants may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than the Applicant without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

6. Liability

- 6.1 Except for gross negligence, the Organiser, nor a subcontractor, nor a member of the Jury or the European Space Agency having contributed to the Challenge shall be liable for any claim, damage or loss incurred by the LICENSEE, including without limitation indirect,

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compensatory, consequential, incidental, special, incorporeal or exemplary damages arising out of the use of or inability to use the Platform, and shall not be subject to legal action in this respect.

7. Disclaimer

7.1 Participation to the Challenge or use of the Platform is at the sole risk of the Applicant. The Challenge and its Platform are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

7.2 The Organiser makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Platform for any purpose. Any reliance they place on such information is therefore strictly at the own risk of the Applicant.

8. Confidentiality

8.1 Each Jury Member, the Organiser and the subcontractors are bound by a non-disclosure and confidentiality agreement before reviewing the Challenge Applications, confirming that they will not share any of the information contained in the applications with anyone other than the other Jury Members, the Organiser or ESA.

8.2 Article 8.1 does not apply to information that was in the public domain at the time (1) it was disclosed or is subsequently made available to the general public without restriction by the Applicant; (2) or was disclosed with the prior written approval of the Applicant; (3) or became known without similar restrictions as to its use or disclosure from a source other than the Applicant; (4) or was used or disclosed after a period of three years from the date of disclosure; or (5) was required to be disclosed by a court of law.

9. Intellectual Property Rights

9.1 All proprietary rights shall be and remain with the Applicants respectively. The Organisers, the European Space Agency and the Members of the Jury shall not have any right, license, title or interest in or to any confidential information, except the limited right to review, assess and help develop such Confidential Information in connection with the Challenge.

9.2 Despite all of the efforts made to keep the Applicants' ideas and information confidential, Applicants hereby understand and acknowledge that the Organisers shall not assume any liability for any damages resulting from their ideas or information becoming public. Please note that after the Challenge Applicants and/or Entries may be publicised in promotional material related to the Challenge. This promotional material may be distributed online and posted on the Organiser site, ESA's website or third-party websites.

10 Use of vouchers

- 10.1 Prizes will not be given in cash but in form of a contract (so-called "vouchers") enabling a winner organisation, a team or individual to collect a suite of products and/or services meeting their specific innovation needs to further develop their ideas into a more consolidated prototype and viable product. The Organiser will set up these contracts on the basis of a proposals provided by a winner organisation, a team or individual with an explicit written authorisation from the European Space Agency. Product and/or services that might be collected by a winner organisation, a team or individual are listed in the Rules of Participation.
- 10.2 The use of vouchers might be governed by specific rules such as Terms and Conditions, Technical Evaluation License, Standard License, Licensing agreements, etc. It is the responsibility of the winner organisation, a team or individual to use the vouchers in strict compliance with these rules. In no event shall the European Space Agency and the Organiser be held liable for any claim, damage or loss incurred by a third party as a result of the fault committed by the winner organisation, a team or individual when using a voucher. The European Space Agency and the Organiser shall not be subject to legal action in this respect.

11. Personal data

- 11.1 The personal data and/or company information that Applicants share during user registration and applications will not be shared with any parties other than the Organiser, the Jury Members, ESA, and the Sub-contractors, solely for the purposes of executing the Challenge.
- 12.2 However, Applicants agree to the use of their personal data for the following purposes: (A) Outreach and ecosystem building: the Challenge organisation is funded by the European Space Agency. In its objectives to create an AI4EO community, a comprehensive communication campaign is essential. The AI4EO consortium and the European Space Agency may use a team's name and a description of its solution for such public promotion and communication purposes. For use of Applicants' personal data in this context, the Organiser will seek their prior and explicit consent; (B) Essential notifications: to administer Applicant's participation in the Challenge, the Organisers send notifications to the e-mail addresses of the Team Leaders of the Applicants in this Challenge.
- 11.3 The Organiser shall ensure the confidentiality of the Personal Data processed by protecting them against unauthorised or unlawful access, acquisition, use and disclosure, in particular by: (1) limiting access to the Personal Data of the other Party only to their Personnel, that: are required or authorised to access such Personal Data; have committed themselves to confidentiality or are under a statutory obligation of confidentiality; have received the appropriate Personal Data protection training. (b) taking into consideration, in terms of IT

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tools, product, applications, the principles of personal data protection by design and by default.

11.4 Any request in relation to personal data must be sent to hello@ai4eo.eu [Data Controller].

12. Privacy and use of image

12.1 Information submitted by Applicants to the Organiser when they participate in the Challenge will be treated in accordance with our Privacy Policy, which can be found on the Platform. In addition, when Applicants submit information on a website run by a third party in connection with this Challenge, their information may be used by that third party in accordance with its privacy policy.

12.2 Applicants may be filmed or photographed while they are participating in the Challenge. Except where prohibited, by participating in the Challenge, Applicants agree that the Organisers and/or ESA may use free-of-charge their name, likeness, photographs, audio-visual footage, comments, and any other record of their participation in the Challenge for promotional purposes at any time and in any media.

13. Disqualification

13.1 The Organiser reserves the right to disqualify any Applicants who (i) cheats or otherwise alters the proper development of the Challenge, (ii) engages in improper practices to increase chances of winning, (iii) breaches any applicable law or (iv) does not comply with these Terms and Conditions.

14. Cancellation

14.1 The Organiser reserves the right to cancel the award procedure, without the Applicants being entitled to claim any compensation, in particular if the number of competing teams or the quality of the submissions are too low. This decision must be substantiated, and the Applicants must be notified.

15. Governing law

15.1 Any dispute, controversy or claim arising under, out of or relating to this Challenge, which cannot be solved amicably, shall be submitted before French speaking section of the Tribunal of First Instance of Brussels.

15.2 The applicable law in the event of dispute in relation to the AI4EO Challenges is the law of the Kingdom of Belgium.

16 Miscellaneous

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- 16.1 The Organiser may modify any provision of this agreement, at any time, by posting the updated agreement at the AI4EO website. Applicants are responsible for checking this site regularly.
- 16.2 The Challenge and Platform may contain links to third-party websites or services that are not owned or controlled by the Organiser. Applicants further acknowledge and agree that the Organiser shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.