

# TERMS & CONDITIONS

**Please read these rules carefully before entering the Accessible Transport for Berlin Challenge (“The Challenge”)**

By entering The Challenge, you agree to be bound by these terms and represent that you satisfy all of the eligibility requirements as set forth below.

The Challenge is organized by the Toyota Mobility Foundation and Betahaus X (“Organizer(s)”) and is open to all entrepreneurs (“Participant(s)”), of legal age, whether they be natural or legal persons, and whatever their nationality. There will be no territorial limitation to participate in The Challenge. Any local or international Startup may participate, subject to Eligibility terms set forth below.

Participant certifies and states that all data and information submitted to The Challenge is their own and not of a third party, as well as it is true, correct and accurate to the best of their knowledge.

The Challenge contestants must fully understand The Challenge statement and the Terms and Conditions. Further, they must agree that all submissions should be used for the public benefit.

## 1. Eligibility

To be eligible to enter The Challenge, you must:

- Be at least 18 years old at the time of entry (and the age of majority in the jurisdiction in which you reside, if older); and
- Not reside in a country prohibited from entering into challenges of the nature of The Challenge or into trade relations with Germany, the European Union, or Japan.

## 2. The Challenge process

Entry to The Challenge shall be by means of the submission of an application to [leadspicker.com/dataportal/apply/betapitch-2019/?step=1](https://leadspicker.com/dataportal/apply/betapitch-2019/?step=1)

No other means of entry shall be accepted. Submissions must be entered by 11 March 2019 at 2359 CET. Applications submitted after this time will not be considered.

The judging panel chosen by Organizers will then begin a process to select what they consider to be the best application from the eligible entries

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submitted. Criteria will include Innovation, Customer Validation, Market Potential & Use Case with Infrastructure partners, Product & Technology, and Team. Organizers will select up to 10 startups to take part in Accessible Transport for Berlin Challenge.

Organizer's decision regarding any aspect of The Challenge will be final and binding, and Organizer will be under no obligation to provide any reasons for said decisions.

### 3. Intellectual Property

Participants taking part in The Challenge declare that they have sufficient ownership of intellectual property rights (trademarks, etc), programmes and/or content included in their proposals, declaring through the acceptance of this Legal Notice that they do not infringe on any intellectual property right or any other rights that any third party may hold in Germany, the European Union, or abroad regarding the contents and exempting organizers of The Challenge from any liability regarding the use of the above-mentioned programs and/or content.

Specifically, and in relation to the content and images that Participants may make public during The Challenge, the latter guarantee and are liable to organizers of The Challenge and third parties for the following aspects:

They are legitimate owners or holders of rights, granting organizers of The Challenge the license for their publication and, where appropriate, have obtained the necessary consent from third parties to do so.

They do not violate applicable laws such as those relating to the right to privacy, image and/or honour, intellectual, industrial or similar property rights, or any right of a third party, either a person or an entity.

In the unlikely event that they publish personal details about another person during the course of the The Challenge, they should have previously obtained their consent for the publication.

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Participant will therefore be liable to organizers of The Challenge for the accuracy of the details reported, ensuring that they do actually correspond to them and not to a third party, holding organizers of The Challenge harmless from any demand or claim that, if applicable, could be made by third parties in relation to the above statements, and any legitimate right to the content that is published and/or provided to Organizers as part of The Challenge.

Participants are in any event solely liable for the consequences of damages or actions arising from use of the content and/or programs included in their proposals, as well as their reproduction and diffusion.

Intellectual and/or industrial property for initiatives and projects submitted in The Challenge will - where appropriate in each case - belong exclusively to Participants who submitted them.

Please note well that the startup's intellectual property must be used for the public benefit.

#### 4. Prize

It is important to note that Prize is used to support the development of Participant's idea with the infrastructure partner for the sole benefit of serving public purposes, not as a gift or donation. The winner will be awarded a cash Prize ("Prize") of 3000 EURO for two winners, 2000 EURO for third and fourth place, and 1000 EURO for fifth and sixth place, which is non-refundable and non-transferable. Organizers will not be liable if the Prize cannot be collected, used, or redeemed by the winner. If Prize goes unclaimed by the winner for more than 10 days after we have tried to contact the winner, he/she will forfeit Prize and a new winner may be chosen.

#### 5. The Challenge entries

Only one (1) entry per person is permitted. Responsibility is not accepted for entries lost, damaged or delayed, including as a result of any network, computer hardware or software failure of any kind. If it is suspected that an entrant submits more than one (1) entry, we may disqualify the entrant. In the event of a dispute over which party submitted a winning entry, our

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decision will be final. Organizers may prohibit an entrant from participating in The Challenge or winning a prize if, in our sole discretion, we determine that the information entrant has provided is inaccurate or that entrant is attempting to undermine the legitimate operation of The Challenge by cheating, hacking, deception or other unfair practices or intending to annoy, abuse, threaten or harass. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted. Entries not in accordance with the entry instructions will be refused.

## 6. Use of submissions

By entering The Challenge, you grant Organizers a worldwide, royalty-free, perpetual, irrevocable licence to use and reproduce any submission you make as part of The Challenge, in whole or in part, for any lawful purpose.

## 7. Privacy, Data Protection, GDPR

### Accessible Transport for Berlin:

Privacy pursuant to Art. 13 of GDPR

According to Art. 13 of GDPR the controller shall provide the data subject to the following information.

### Identity of the controller and contact details:

Imprint data Toyota Mobility Foundation Japan

Contact Data Protection Officer Japan

For your convenience you may also contact our German service partner betahaus GmbH & Co. KG, Berlin for any questions relating to privacy.

<http://betahausx.com/impressum>

### Processed categories of personal data:

- Contact details, including names, addresses, e-mail addresses, contact detail to social networks, IP addresses or phone numbers;
- Cookies

### Where we get your data from:

We research your contact data on publicly accessible such as your online profiles on social media or your website.

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Furthermore we receive your personal data by you directly or by other websites involved in The Challenge according to your contract provisions with them.

### **Legal basis and purpose of processing:**

The processing is essential in order to perform the “Accessible Transport for Berlin” The Challenge according to the Terms and Conditions set forth herein (Art 6 (1) b GDPR /fulfilment of a contract) and in The Challenge Handbook. This especially includes the ability to communicate with you and invite you to events related to the “Accessible Transport for Berlin” The Challenge, to perform the selection process and to award prizes.

We also may use your personal data: according to your given consent for a specific purpose (Art. 6 (1) a GDPR) or/and to comply with a legal obligation to which the controller or its service provider is subject (Art 6 (1) c GDPR).

Organizers and their The Challenge partners also process your personal data in our content management systems with name and contact dates in order to keep up potential business communication with you on the basis of our legitimate interests (Art 6 (1) f GDPR).

In case you register on leadspicker.com please check the privacy provision of Leadspicker/ WEB Project, s.r.o. <https://leadspicker.com/web/legal/privacy>

### **Recipients or categories of recipients of the personal data:**

The controller shall provide personal data (Name and contact dates) to our The Challenge partners in order to connect you with your potential future collaboration partners. Our partners will receive your personal data under the obligation not to contact you for advertisement purposes without your explicit consent.

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### **The period for which the personal data will be stored and the criteria used to determine that period:**

Personal data shall be stored by the controller over the term of the “Accessible Transport for Berlin” Challenge. Personal data that are requested by law, will be stored in accordance with legal obligations. Names and Contact dates for communication shall be stored for 10 years.

### **Rights of data subjects:**

According to GDPR a data subject is endowed with following rights:

#### **Right of access by the data subject:**

According to Art. 15 of GDPR the data subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:

- The purposes of the processing;
- The categories of personal data concerned;
- The recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organizations;
- Where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- The existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- The right to lodge a complaint with a supervisory authority;
- Where the personal data are not collected from the data subject, any available information as to their source;
- The existence of automated decision-making, including profiling, referred to in Article 22 (1) and (4) of GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

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### **Right to rectification:**

According to Art. 16 of GDPR the data subject shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

### **Right to erasure ('right to be forgotten'):**

According to Art. 17 of GDPR the data subject shall have the right to obtain from the controller the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies:

- The personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- The data subject withdraws consent on which the processing is based according to point (a) of Article 6(1) of GDPR, or point (a) of Article 9(2) of GDPR, and where there is no other legal ground for the processing;
- The data subject objects to the processing pursuant to Article 21(1) of GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2) of GDPR;
- The personal data have been unlawfully processed;
- The personal data have to be erased for compliance with a legal obligation in Union or Member State law to which - the controller is subject;
- The personal data have been collected in relation to the offer of information society services referred to in Article 8 (1) of GDPR.

### **Right to restriction of processing:**

According to Art. 18 of GDPR the data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:

- The accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
- The processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;

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- The controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
- The data subject has objected to processing pursuant to Article 21(1) of GDPR pending the verification whether the legitimate grounds of the controller override those of the data subject.

### **Right to object:**

According to Art. 21 of GDPR the data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on legitimate interest of the controller.

In this particular case the legitimate interest consists solely of processing personal data for purposes of sending information and advertisement to clients.

In case a data subject expresses an objection against processing of personal data for purposes of direct marketing the controller shall not process personal data of the data subject for such purposes anymore, unless the data subject provides the controller with unrestricted and informed consent.

### **The right to lodge a complaint with a supervisory authority:**

According to Art. 77 of GDPR every data subject shall have the right to lodge a complaint with a supervisory authority. The supervisory authority in Berlin/Germany is: [www.datenschutz-berlin.de/buergerinnen-und-buerger/ihre-beschwerde-bei-uns/beschwerdeformular/](http://www.datenschutz-berlin.de/buergerinnen-und-buerger/ihre-beschwerde-bei-uns/beschwerdeformular/)

### **Automated decision-making and profiling:**

No automated decision-making and profiling shall take place.



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### 8. Changes to The Challenge

Organizer will not be responsible if The Challenge cannot take place, or if any prize cannot be awarded or fulfilled, due to events outside of our control. If for any reason The Challenge is not capable of running as planned, including any circumstances which, in Organizer's sole determination, corrupt or affect the administration, security, fairness, integrity or proper conduct of The Challenge, Organizer may cancel, modify, or suspend any part of The Challenge.

### 9. Liability

Organizer hereby excludes liability for any direct or indirect loss, claim, damage, expense or cost (howsoever caused, whether by negligence or otherwise) arising from or in connection with: The Challenge; OR ANY PRIZE. Participant agrees that under no circumstances will Organizer's total aggregate liability to you exceed the amount (if any) you have paid to VALIDLY ENTER The Challenge. Nothing in these terms shall limit or exclude our liability to the extent such exclusion or limitation is not permitted by law and these terms shall be construed accordingly.

### 10. General

Organizer reserve the right to modify and amend these terms from time to time during The Challenge, including for clarification purposes. If any provision of these terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions. Failure or delay by us to enforce any of these terms shall not constitute a waiver. These terms shall be governed by German Law and the courts of Germany shall have exclusive jurisdiction. For any queries in respect of The Challenge, please contact: [x@betahaus.de](mailto:x@betahaus.de)

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