

## Terms and Conditions for DT4Regions' Award

By submitting an application for the DT4regions' Award, you accept the following conditions:

### 1. DT4Regions Award

- 1.1 Baden-Wuerttemberg: Connected e.V./bwcon GmbH, in its role of partners of the DT4regions project, organizes the DT4regions' Award in the framework of the above-mentioned project
- 1.2 The DT4regions award gives visibility to the best solutions such as initiatives and technological applications based on Artificial Intelligence and Big Data currently in use by public administrations in Europe.
- 1.3 The DT4regions award is open to all civil servants, representatives of public administrations and members of European regional and national authorities that are aware of an initiative, application or successful solution based on artificial intelligence and big data adopted by public administrations in Europe.
- 1.4 Civil servants, representatives of public administrations, regional and national authorities can nominate an initiative, applications or solution based on artificial intelligence and big data, they are aware of, by clicking on the "Apply" Button. All information for the participation in the award are provided in the document "[DT4regions\\_Award\\_Guide for Applicants](#)" that can be download on the DT4regions platform.
- 1.5 A jury composed by IT experts of the DT4Regions partners will evaluate all submissions. A bunch of best applications pre-selected by the jury will be published on the DT4 platform in March 2023. The solutions submitted for the award shall be judged by the Jury. The Jury will unilaterally decide which participant provided the best solution. Users of the platform will be able to vote for their favorite solutions through a thumbnail voting system till April 2023.
- 1.6 Participants in the award must ensure that they have the rights to share the solutions and that they are not infringing any copyright by doing so.
- 1.7 The timeframe for the award is the following:
  - The award will open on the 1st July 2022.
  - Submission deadline for candidature: 31st October 2022 at 23 pm CET
  - Pre-selection of Jury of best solutions: by January 2022
  - Publication of pre-selected solutions on platform: by March 2023
  - Public voting of pre-selected solutions on platform open till 30th April 2023The timeline for the award might be subject to change at discretion of the DT4region project partners.

## 2. Submitting an application for the award

- 2.1 For participating in the DT4regions' Award, participants must fill out and submit an application on the DT4regions platform in writing by means of our application form.
- 2.2 The application for the award has to be submitted by the deadline: 31<sup>st</sup> October 2023 at 23 pm CET. Each submission will be confirmed after the closing date at the latest. The contract becomes valid upon receipt of the confirmation.
- 2.3 Baden-Wuerttemberg: Connected e.V./bwcon GmbH is allowed to exclude Participants from (further) participation when, according to - and to the sole discretion of - Baden-Wuerttemberg: Connected e.V./bwcon GmbH, Participants do not act in accordance with the Terms and Condition and/or when Participants adversely affect the Award or behave in an unseemly manner or display disturbing behavior.

## 3. Withdrawal and Termination

- 3.1 The contractual partner may withdraw from the award if he/she informs us about the withdrawal in writing, subject to a term of at least seven workdays after the deadline of the Award application period (31<sup>st</sup> October 2022). The decisive date is the date of receipt of the withdrawal notification.
- 3.2 Withdrawal notifications must be sent by e-mail to [pede@bwcon.de](mailto:pede@bwcon.de).

## 4. The Jury

- 4.1 The jury consists of experts from the DT4regions's consortium with expertise in AI and big data.
- 4.2 The selection of winners will be at the sole direction of the Jury.
- 4.3 The conclusion of the Jury is irrevocable and not open to objection or appeal.

## 5. Prizes

- 5.1 Prizes will be awarded in the following two categories:

*"Most Innovation Solutions for public administration based on AI and Big data "* – winners for this category will be selected and awarded by an expert Jury

*"Public's Favorite"* – winners for this category will be selected and awarded by the DT4regions platform's users

- 5.2 The prizes consist of two graphic labels that can be used by winners as marketing tool to show recognition and credibility for the solutions proposed.

## **6. Own application**

**6.1** The Participant declares to comply with all applicable laws and regulations.

**6.2** Each Participant guarantees by submitting a solution for the award that he/she does not breach any intellectual property rights of third parties and indemnifies the Partners and Baden-Wuerttemberg: Connected e.V./bwcon GmbH from any third-party claims.

## **7. Intellectual property**

**7.1** The intellectual property rights of the submitted solutions submitted for the Award stays with the legal owner of the solution.

**7.2** By submitting the solution for the Award, the Participant hereby grant Baden-Wuerttemberg: Connected e.V./bwcon GmbH an everlasting, irrevocable (worldwide) right and royalty-free licence to: (i) review, asses, test and otherwise analyse the solution and all its content in connection with the Award; and (ii) feature and use the solution and all its content for promotional purposes, in any way (including, but not limited to, in advertisements, press releases, presentations and trade shows) in all media.

## **8. Personal data**

Participants grant Baden-Wuerttemberg: Connected e.V./bwcon GmbH permission to process and share personal data of the Participant received by Baden-Wuerttemberg: Connected e.V./bwcon GmbH in relation with the Award ("Data Privacy notice") according to the EU General Data Protection Regulation GDPR. The Participant agrees with the transfer of Personal Data to the DT4regions project partners and affiliated company of Baden-Wuerttemberg: Connected e.V./bwcon GmbH, as well as publication of Personal Data on the DT4regions platform – as for example names of winners of each category.

## **9. Liability**

- 9.1** Baden-Wuerttemberg: Connected e.V./bwcon GmbH is not liable for any loss, theft, damage to goods of a Participant, nor for not functioning or damage to the solutions, unless it appears that Baden-Wuerttemberg: Connected e.V./bwcon GmbH is responsible through gross negligence willful misconduct.
- 9.2** Should Baden-Wuerttemberg: Connected e.V./bwcon GmbH for any reason whatsoever be liable after all, this liability will be limited to the maximum amount paid by the insurance company, or to a maximum of € 200,- if Baden-Wuerttemberg: Connected e.V./bwcon GmbH appears to be not insured.

## **10. Cancellations / Modifications to Events**

**10.1** Baden-Wuerttemberg: Connected e.V./bwcon GmbH reserves the right to cancel events up to one day before the event is due to begin, especially in case of an insufficient number of registrations. Further claims for damages are excluded. This also applies to short-notice cancellations or an event cancellation, even if it is no longer possible to inform the participants beforehand.

**10.2** As far as the event is not substantially impaired, a replacement of speakers and modifications to the agenda entitle the participants not to withdraw from the contract.

**10.3** If the event is cancelled due to force majeure (fire, strike, terrorism etc.) or other circumstances, for which Baden-Wuerttemberg: Connected e.V./bwcon GmbH is not accountable, but which make the services of Baden-Wuerttemberg: Connected e.V./bwcon GmbH significantly more difficult or impossible, the participant is entitled neither to the compensation of travelling expenses or hotel costs nor to the compensation of other losses. In case of force majeure, Baden-Wuerttemberg: Connected e.V./bwcon GmbH will be exempt from the services for the duration of the obstruction.

## **11. Final Clause**

**11.1** If individual provisions of these terms are or become invalid, the validity of the remaining terms shall not be affected.

**11.2** This agreement is subject to German law. Place of jurisdiction of all legal disputes arising from this contractual relationship is Stuttgart.