

Terms and Conditions of Participation Digital Future Challenge#5 2024/2025

English version

Preamble

The following Terms and Conditions of Participation define the rules and requirements for participation in the Digital Future Challenge#5 2024/25.

1. Definitionen

"CHALLENGE BRIEFING" refers to the defined description and conditions of participation for the Digital Future Challenge#5, which will be available to participants online from the start of the project.

"SUBMISSION" means the digital submission of an IDEA or SOLUTION by the deadline of the Qualification Phase or the deadline of the Elaboration Phase of the Challenge.

"ORGANIZERS" refers to the Deloitte Foundation in the Donors' Association for the Promotion of Sciences and Humanities in Germany and the D21 e.V. initiative.

"INVENTORIAL RIGHTS" means patent or utility model rights.

"FINALISTS" are the people who have qualified for the development phase of the Digital Future Challenge#5 as part of one of the five best teams.

"WINNERS" are individuals as part of one of the three teams who are selected at the end of the CHALLENGE based on the quality of their SOLUTIONS by the decision of the ORGANIZERS and rewarded with prize money.

"IDEA" has the meaning given to it in the General Terms and Conditions.

"SOLUTION" has the meaning given to it in the General Terms and Conditions.

"PROTECTED CONTENT" means all content potentially eligible for protection under special intellectual property laws (in particular copyright, trademark, design, patent, utility model and registered design laws).

"USE CASE PROVIDERS" refers to all organizations that submit a use case as part of the Digital Future Challenge.

2. Eligibility

2.1 Participation in the Digital Future Challenge#5 is free of charge.

2.2 All participants must read and accept these Terms and Conditions of Participation and the obligations set out therein.

2.3 This challenge is a student challenge. Participation and prizes are therefore limited to natural persons between the ages of 18 and 35 who are currently enrolled at a German university/college or have graduated from one in the last three years.

2.4 Each participant may only participate once in the current Digital Future Challenge #5, i.e. only be a member of one team and submit an IDEA or SOLUTION together with the other team members, depending on the phase.

2.5 Participants must form teams of two to four members and submit their IDEA/SOLUTION together.

2.6 Any participant who violates the provisions of these terms and conditions may be excluded from the Digital Future Challenge#5 at any time. The ORGANIZERS also reserve the right to exclude the affected teams in their entirety from the Digital Future Challenge#5 2024/25.

3. Registration

3.1 In order to participate in the Digital Future Challenge 2024/25, each potential participant must complete the registration form provided on the website and submit all required data.

3.2 In order to participate in the Digital Future Challenge#5, the present Terms and Conditions of Participation must also be accepted and complied with.

4. Duration

4.1. The Digital Future Challenge#5 takes place from October 2024 to February 2025 and is divided as follows:

4.2. Qualification phase from September 30, 2024 to November 26, 2024;

4.3. Interim presentation on January 14, 2025.

4.4. Development phase from January 15, 2025 to February 11, 2025, including the final pitch event on February 18, 2025, with the announcement of the WINNERS.

5. Procedure – Qualification phase

5.1 The participants/teams must submit their IDEA by the deadline of November 26, 2024 at 11:59 p.m. as described in section 8. The teams' IDEAS will only be considered if all team members have agreed to the SUBMISSION at the end of the QUALIFICATION PHASE.

The idea must be submitted using the submission template and must show the specially created solution approach for the challenge in accordance with the template, answering the key questions shown in the use case and introducing the individual team members.

5.2 On the basis of the submitted IDEAS, a jury will select a total of ten teams for the subsequent interim presentation (semi-final) on January 15, 2025. The IDEAS will be evaluated in accordance with section 9 of these Terms and Conditions of Participation.

6. Procedure – Interim presentation

6.1 The ten qualified teams will be given the opportunity to take part in workshops as part of a one-day event on January 14, 2025 and to present their IDEA to a jury in the form of a pitch.

6.2 On the basis of the presentation of the IDEAS, a jury will select a total of five teams to qualify for the subsequent development phase and for the final on February 18, 2025. The IDEAS will be evaluated in accordance with section 9 of these terms and conditions of participation. If the participants or teams plan to support their presentation with multimedia, this content must be send by e-mail to kontakt@digital-future-challenge.de by the specified deadline prior to the semi-final.

7. Procedure – Development phase

7.1 Only the five teams that qualify through the qualification phase and the interim presentation will have the opportunity to take part in the development phase and the final event.

7.2 In this phase, the five teams will develop their IDEA into a more complex concept based on the feedback from the jury and the workshop at the interim presentation. The teams must submit their SOLUTION by February 11, 2025, as described in section 3. The exact date of this deadline will also be announced at the semi-final event for the interim presentation. The SOLUTIONS of the teams can only be considered if all team members have agreed to the SUBMISSION at the end of the development phase.

7.3 The solution developed by the five teams will be presented to the ORGANIZERS and a jury in the form of a pitch at the final event. If the participants or teams plan to support their presentation with multimedia content, this content must be send by e-mail to kontakt@digital-future-challenge.de by the specified deadline prior to the semi-final.

7.4 On the basis of the pitch presentations, the three best teams will be selected by a jury in accordance with section 9, sorted according to the quality of their SOLUTION and awarded prizes in accordance with section 10.

8. Characteristics of the IDEAS/ SOLUTIONS

8.1 All SUBMISSIONS in the form of IDEAS and SOLUTIONS must comply with the requirements of the Digital Future Challenge#5 and in particular the CHALLENGE BRIEFING, especially in the Submission Template provided.

8.2 In order to participate in the Digital Future Challenge#5, each team must submit the final version of the idea or solution it has developed, along with all the required data, in electronic form by e-mail to the specified address by the deadline. All IDEAS and SOLUTIONS must be submitted in the usual digital formats. These include in particular:

PDF/ PPTX / DOCX

MOV/ MP

8.3 All IDEAS and SOLUTIONS must be submitted in German or English.

8.4 If technical or other problems occur and the submitted IDEAS or SOLUTIONS are not readable, the affected participants or teams will be notified and given the opportunity to resubmit their IDEAS or SOLUTIONS within a period of time specified in the notification.

9 Selection process and evaluation criteria

9.1 The Digital Future Challenge#5 is divided into a selection process so that only those participants or teams who have passed the qualification phase and the interim presentation can take part in the elaboration phase and the final closing event.

9.2 The selection of the qualified IDEAS and the selection and ranking of the award-winning SOLUTIONS will always be based on the following criteria:

9.2.1 Social relevance of the idea

9.2.2 Future viability & innovative strength of the idea

9.2.3 Feasibility of the idea

9.2.4 Multi-perspectivity in the development of ideas

9.2.5 Creativity of the idea

9.2.6 Overall impression of the idea

9.3 Under no circumstances will the selection be made in the sense of a lottery, on the basis of chance or luck.

9.4 The selection of the ten best IDEAS and teams in the qualification phase, who will be given access to the interim presentation, will be based on the decision of a jury. The ORGANIZERS decide on the composition of the jury.

9.5 The selection of the five best IDEAS and teams that will be granted access to the elaboration phase will be based on the decision of a jury. The ORGANIZERS decide on the composition of the jury.

9.6 The ranking of the best SOLUTIONS and teams at the end of the elaboration phase and the final event and thus the awarding of prizes to the WINNERS will be based on the decision of a jury. The ORGANIZERS decide on the composition of the jury.

9.7 All participants who pass the qualification phase will be notified of their selection by e-mail. Information about the selection in the qualification phase will be provided by December 13, 2024 at the latest.

The ORGANIZERS reserve the right to change these dates.

9.8 All participants and teams must respond to the notification described above. If the teams do not respond within the period defined in the notification described above, the ORGANIZERS reserve the right to exclude the respective participant or team and to appoint successors.

9.9 The final result and thus also the decision on the award will be announced during the final.

10.Prizes

10.1 The prizes awarded will be distributed to the best participants or teams under the following conditions:

10.1.1. sufficient quality of the submitted SOLUTION has been confirmed by the ORGANIZERS; and

10.1.2. the participants agree to these Terms and Conditions of Participation and comply with them without exception.

10.2 Only the participants selected by the jury as the top three teams at the end of the elaboration phase and the final event will be awarded prizes and are therefore WINNERS.

10.3 It should be noted that the ORGANIZERS can only transfer any winnings to the prize-winning participants after the affected participants have first provided the ORGANIZERS with all the necessary data (in particular details such as name, address, e-mail address and university affiliation).

10.4 The WINNERS of the Digital Future Challenge 2024/25 will be awarded prizes with a total value of 25,000 euros. Please note that the teams and their SOLUTIONS will be evaluated and ranked based on their quality. The specific prizes can be found in the CHALLENGE BRIEFING.

11.Rights to submitted IDEAS/SOLUTIONS

11.1 All participants warrant that they are the owners of any rights to their IDEAS and SOLUTIONS and that they are authorized to transfer and/or grant the rights to their IDEAS and SOLUTIONS specified in 11.3 to the ORGANIZERS. Participants also warrant that there is no other PROPRIETARY CONTENT and/or INVENTION RIGHTS in the IDEAS and SOLUTIONS that would prevent the transfer and/or granting of rights to the ORGANIZERS in accordance with 11.3. In addition, the participants warrant that their IDEAS and SOLUTIONS do not infringe any other legal positions protected by law. The participants guarantee for all IDEAS and SOLUTIONS that the right to their own image and other personal rights have been observed and that any necessary declarations of consent from third parties have been obtained.

11.2 All participants and teams who are not among the FINALISTS of the Digital Future Challenge#5 retain all rights to the PROPRIETARY CONTENT and/or INVENTORY RIGHTS. No transfer or granting of rights to the ORGANIZERS will take place in this case.

11.3 The following applies to the FINALISTS of the Digital Future Challenge#5: Participants remain able to use their rights at any time within the framework of the conditions set out in the Terms and Conditions of Participation. In the event that a SUBMISSION of an IDEA or SOLUTION involves PROPRIETARY CONTENT that is transferable, the participant agrees to the free, non-exclusive, irrevocable, temporally and geographically unrestricted transfer of

the rights worthy of protection to this content to the ORGANIZERS. However, the ORGANIZERS grant the participants a full, non-exclusive right to use the transferred PROPERTY CONTENT. With regard to non-transferable PROPERTY CONTENT, the participants grant the ORGANIZERS an irrevocable, royalty-free, non-exclusive and transferable right of use (in particular duplication, distribution, storage and reproduction) that is unlimited in terms of time and geography. The ORGANIZER shall not receive any commercial right of use to the IDEAS and SOLUTIONS submitted, but shall be entitled to communicate the IDEAS and SOLUTIONS to the public. The FINALISTS also guarantee that they will not conduct any further negotiations with third parties regarding the commercial use of the submitted ideas and solutions within three (3) months of the CHALLENGE (granting of an exclusive right of pre-negotiation for the USE CASE PROVIDERS).

11.4 As this is a team challenge, the submitted idea and SOLUTION must be regarded as a joint effort. The teams' IDEAS and SOLUTIONS can therefore only be considered for the further course of the Challenge if all team members have agreed to the submission at the end of both the qualification phase and the elaboration phase. This is done by actively agreeing to the last IDEA and SOLUTION submitted when submitting the IDEAS.

12. Exemption

12.1 Participants undertake to indemnify the Stifterverband für die Deutsche Wissenschaft e.V. on first demand against all claims asserted by third parties against the Stifterverband because the participants have culpably breached one of the obligations contained in these Terms and Conditions of Participation.

12.2 The participants undertake to bear the reasonable costs of legal defense by the Stifterverband für die Deutsche Wissenschaft e.V. against the claims of third parties described in Section 12.1.

13. Marketing

13.1 All participants guarantee the ORGANIZERS the right that if they belong to a team that qualifies for the interim presentation, their data entered on the platform may be used for public relations purposes.

14 General information

14.1 Participation in the Digital Future Challenge#5 is subject to acceptance of and full compliance with these Terms and Conditions of Participation. The ORGANIZERS reserve the right to exclude participants and teams who do not comply with these Terms and Conditions from the Digital Future Challenge#5 with immediate effect and without compensation.

14.2 The ORGANIZERS reserve the right to modify the conditions of participation at any time and without the consent of the participants. Participants will be informed of any modifications in an appropriate manner.

14.3 The ORGANIZERS reserve the right to shorten, stop or cancel this Digital Future Challenge#5 at any time and without prior notice. Participants have no right to the continuation or resumption of the Digital Future Challenge#5.

14.4 Legal recourse, in particular against the decisions of the jury, is excluded.

15 Confidential information

15.1 The participants undertake - even beyond the duration of the Digital Future Challenge#5 - not to disclose to third parties any recognizably confidential operational and business information of the ORGANIZERS, Deloitte GmbH Wirtschaftsprüfungsgesellschaft, Deloitte Digital GmbH, Deloitte Consulting GmbH and their affiliated companies as well as of third parties that they become aware of in the course of the Digital Future Challenge#5.

15.2 The obligation under clause 16.1 shall not apply if the information

15.2.1. are already known to the participants at the time of notification;

15.2.2. are already in the public domain, i.e. published or generally accessible, at the time of notification, or become public thereafter without breach of this Agreement by the Participants;

15.2.3. developed by the receiving Participant independently and without the use of information from the ORGANIZERS; or

15.2.4. must be made accessible to third parties due to a legal, official or court order. In this case, the participants must inform the ORGANIZER immediately.

16. Final provision

16.1 The German text of the contract shall apply. The purpose of the contract in English is merely to simplify reading, but is not intended to have any legal significance. In the event of contradictions between the German and English texts, the German text shall take precedence.

16.2 These conditions of participation are subject exclusively to German law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

16.3 Should provisions of these Terms and Conditions of Participation be or become invalid or unenforceable in whole or in part, or should these Terms and Conditions of Participation contain one or more loopholes, the validity of the remaining provisions shall remain unaffected. In place of the invalid, unenforceable or missing provisions, such a provision shall be deemed to have been agreed as the parties would have agreed in accordance with the economic purpose pursued by them with this contract if they had considered the relevant point.

16.4 For queries or feedback, the ORGANIZERS can be contacted via the following e-mail address: kontakt@digital-future-challenge.de.