

# Regulations

## FRAMEWORK OF THE COMPETITION:

1. **BIG smart cities 5G university challenge** is a joint initiative between Nova School of Business & Economics, Vodafone Portugal and Ericsson (hereafter referred to as “the Organizers”), to launch a competition with the objective of encouraging the creation of technological ideas and projects, and to accelerate these projects to improve the life of people who live, work and study in cities by making them Smarter (hereafter the “**Competition**”);
2. The Competition intends to promote and encourage new ideas and helping their creators to leverage them for commercial use in the technology market, in and around the topic of 5G Technology;
3. The Applicants, when signing up for the Competition, are applying their technology, idea, application or project based on technologies (hereafter: “**Project**” or “**Projects**”), under the conditions described herein;
4. By participating in the Competition, when presenting their application, every candidate (hereafter “Candidate”) is agreeing with and accepting the terms and conditions of these Regulations below.

## 1. CANDIDATE SELECTION CRITERIA

- 1.1. The applications that (i) comply with all requisites established on this Regulation, (ii) have not been excluded at any phase of the Competition and (iii) are selected, will be evaluated according to the following criteria:
  - a) **Team** (skill set and diversity);
  - b) **Project Quality** (creativity/originality and innovation);
  - c) **Feasibility** (technical, operational and commercial); and
  - d) **Usage of 5G Technology\***.

**\*5G Technology** is a new generation of Network that allows a new level of mobile communications, by increasing bandwidth, reducing latency and increasing the limit of devices connected to the same access point. 1. As candidaturas que (i) cumpram os requisitos fixados neste Regulamento, (ii) não tenham sido excluídas em qualquer fase do concurso e (iii) sejam selecionadas, serão avaliadas com base nos seguintes critérios:

## 2. ELIGIBILITY FOR PARTICIPATION IN THE COMPETITION

- 2.1. All Candidates that intend to create a Project and release it commercially can apply, as long as they are:
  - a) 18 years or older, residents or non-residents in Portugal, enrolled at university at the time of application, as long as they intend to prototype one (or more) Project(s). Candidates can form groups or teams of up to 3 people. If a group is formed, a representative for the team should be chosen and named, who will be responsible before the Organizers and who will provide, in the name of the rest of the team, all the documents and information necessary to allow the team’s participation in the Contest.

2.2. The following groups are prevented from receiving any monetary prizes under the present Competition:

- a) Any person that works for one of the Organizers, or any company that sponsors the Contest, or any company of the same group as the Organizers or sponsors;
- b) Service providers for any of the Organizers or sponsors;
- c) Any person who is related by marriage or to the second degree of consanguinity to any employee of any of the Organizers or sponsors;
- d) Any person that is chosen to be a part of the assessment and evaluation of applications and also any experts or consultants that have taken part in the conception, design or implementation of this Contest or that are called upon to help analyse applications.

### **3. APPLICATION PERIOD**

3.1. The period in which all applications should be submitted begins on the 17th September 2018 and ends at 23:59 on the 21st October 2018 (GMT), so that every Candidate must deliver all the information and documents required in point 4 below on the platform bigsmartcities.com by that date and failure to do so may result in the application being rejected.

### **4. APPLICATIONS**

4.1. Candidates should process their applications to this Competition on the platform bigsmartcities.com, complying with the following:

1°. Register the application on the abovementioned platform, to be able to access further information about the Competition;

2°. Complete the application form with all the information requested, namely the following:

- Identification for the application (the team's or the Project's)\*
- Name\*, contacts\* and Country\*\* of Candidate/team representative/company
- University\* and university course\* attended, as well as the predicted year of graduation\*
- Information about the team's other elements e link to their LinkedIn\*\* profile
- Candidate's profile (in personal name or under the company's) (LinkedIn and/or similar)\*\*
- Project Title\*
- Project Description\* (Twitter pitch\*)
- Description of creativity and originality involved\*
- Project's reasons to believe / added value\*
- Business Model\*

- Project's technical feasibility\*
- Technology intended to be used\*

(\*) Mandatory fields

(\*\*) Optional fields

**3º.** Expressly accept the Competition's terms and conditions dictated in this Regulation.

Participation in the BIG smart cities 5G challenge Competition, by means of the registration process on the bigsmartcities.com platform, either through online application or through the BIG city challenge application, the Candidate accepts all terms and conditions of this Regulation as well as any related to the use of the platform.

4.2. Candidates are not required to present a fully-developed Project at this point (a prototype or a developed concept) but should supply information, data or enough material so that the assessment can be made with as much precision as possible regarding the criteria described above. Projects that present the best arguments to make it to the 2nd phase will be appreciated. Only in the 2nd Phase are Candidates expected to further develop concepts and/or prototypes.

## **5. CANDIDATE RIGHTS AND RESPONSIBILITIES**

5.1. All Competition Candidates are ensured the following:

- a) Candidates keep full industrial and intellectual property rights on Projects developed by themselves;
- b) Candidates keep the right to commercialize the Projects developed, granting the Organizers license to use their Project, non-exclusively and for free;
- c) Projects developed at the Competition will have access to a promotion program developed by Vodafone Portugal, if this is its intention, but Vodafone Portugal will hold no rights over the commercialization of the Projects.

5.2. All Candidates represent and warrant that:

- a) Information and data provided in the application process will be true, complete and exact and that the application will contain an original work or project, of a creative and unique nature and that it has not been copied or developed in another company or in collaboration with other entities and neither can it be the result of a commission;
- b) The application and all documents and information provided do not violate any third party's rights, including intellectual and industrial property rights, and abide by all relevant legislations and regulations;
- c) Should several Applications be chosen that pertain to the same Candidate (be it as sole representative or as a team member), said Candidate will compulsorily have to choose only one to proceed to the "Development" phase as described in clause 6 of these Regulations, communicating their final decision by writing to the email [hello@bigsmartcities.com](mailto:hello@bigsmartcities.com);

- d) The information and data provided by the Candidate are not, in any way, encumbered, nor are they the object of any promise of transfer, transmission or encumbrance, have not been disclosed to the public in general, nor have they been placed in the national or international market
  - e) Any information, data, ideas or projects to which the project grants access or that comes into contact with or knowledge of through the Competition will not be copied or used; and
  - f) Assumes any and every responsibility, of any nature, that happens from any information that is provided in violation with any of the previous clauses.
- 5.3. All final Candidates authorise using all images, voice recordings, photographs and video collected on the platform and/or at events that are part of the Competition, with the purpose of carrying out promotion and publicity of the Projects developed in any media and in any part of the world. Furthermore, they authorize their use in promotional and publicity material for any of the Organizers associated with this Competition;
- 5.4. All Projects that are launched to market and fulfill all the prerequisites to benefit from the Go-to-Market program promoted by Vodafone through the Vodafone Power Lab, as described by point (iii) of clause 7 below, must use a “Recommended by Vodafone” badge or similar in their Project (placement to be decided) and all communication material of the Project published during the 12 months that follow the launch to market;
- 5.5. Vodafone reserves the right to assess, at any moment, the eligibility of any application to be selected and/or to remain in the Go-to-Market program and, therefore, to use the “Recommended by Vodafone” badge.

## 6. COMPETITION PHASES

6.1. The Competition is organised in 3 phases: (i) Applications and (ii) Development, as detailed below:

### (i) Applications

This phase is open to anybody who wants to participate, under the terms and conditions described above and will begin on the 17th September 2018, and end at 23h59 of the 21st October 2018 (GMT).

This phase will take place as follows:

- I. Insights & Info: Participation in the Competition begins with the registration of all potential Candidates in the online portal that has been created for that purpose and which can be found on [bigsmartcities.com](http://bigsmartcities.com).
- II. Applications: Candidates must complete their registration at the platform, describing in a generic and structured way the Project(s) they intend to bring to the Competition, supplying all the information requested in the remaining fields of the portal. Information provided by Candidates in this phase will remain confidential, being visible only to members of the organisation of the Competition and the jury.
- III. Selection: The Competition jury will analyse the submitted Projects, checking if candidates have provided all necessary documentation, if no obstacles or impediments exist and will select 20 applications to pass on to the next phase, based on the criteria defined in the section 2 of these Regulations. No Candidate (or teams with the same Candidate) can access the “Development” phase with more than one Project selected. It is both necessary and obligatory that candidates that find themselves in this situation, choose a single Project to participate in. Candidates in this situation have 3 working days following the announcement of the 10 final candidates’ selection to communicate their choice to the organisers, and should do so by writing to the email [hello@bigsmartcities.com](mailto:hello@bigsmartcities.com).

## **(ii) Development**

This phase is intended only for the Projects selected at the end of the “Applications” phase and will last approximately 6 weeks. Chosen candidates will be notified by email to be able to move on with the development of the selected Project and the other Candidates will be notified that they did not make it to the next phase of the Competition.

This phase will take place as follows:

- I.** Construction and winner selection: The Project’s construction stage, with compulsory attendance of at least one team member at the BIG\_Ready events. Participation by all team members is highly recommended in the mentoring activities, throughout every phase. In this bootcamp, the jury will judge all Candidates’ pitches according to the criteria defined in section 1 of these Regulations, and choose and announce 3 winners for the competition. .
- II.** Honing: Attending the BIG \_Go! event, that lasts for 2 days, in which winning projects should be finalized, the pitch and the demo/prototype prepared.
- III.** Presentation: Final pitch and Project Demos. The Project’s pitches will be made in a session at the BIG \_Final and the demos and prototypes will be made at the BIG \_Expo area. The language spoken throughout this event will be English.

6.2. The organization of the Competition, following the jury’s suggestion, reserves the right to decrease or increase the number of applications that make it to the Development phase.

## **7. JURY**

- 7.1. The jury is an independent body composed of at least 8 members of publicly recognised reputation and merit, chosen by the Organizers of the Competition.
- 7.2. Decisions are taken by a simple majority of the votes and made in a private session.
- 7.3. The jury will analyze and, according to the selection criteria, select the applications in the many phases of the Competition.

## **8. PRIZES**

- 8.1. The Competition predicts the following prizes to be awarded from the pool of 20 final Candidates: 3 winners, chosen according to both the objective criteria (defined in these Regulations) and the subjective criteria (determined by the jury of the Competition).
- 8.2. The winners will have access to:
  - a) Prize money with a value of €1,000 (one thousand euros) to invest in the development and communication of the Project, after the presentation of the business plan, which should take place up until 1 month after the announcement of the winners;
  - b) Internship at Vodafone Portugal or Ericsson, with a duration of six months or shorter;
  - c) Any other prizes or aid that are considered appropriate or required and will be communicated when convenient



8.3. The winners will benefit from the following aid:

- a) Access to the 5G Hub in Lisbon and Porto, in order to better develop their Project;
- b) Acknowledgement and promotion by the sponsors and partners of the Competition; and
- c) Mentoring for the project provided by Vodafone Power Lab.

8.4. If the Organizers decide it is appropriate, more Candidates than initially predicted might be rewarded. This will be communicated at the Organizers' convenience.

8.5. The Monetary rewards will be paid by the Organizers of the Competition and are subject to legal taxes, and it is the winners' sole responsibility to pay any taxes, fees, charges or contributions relative to the rewards received in this Competition.

## **9. ANNOUNCEMENT OF THE RESULTS**

9.1. At any stage of the Competition, Projects chosen to move on to the next phase will always be notified via an email to their respective Candidates and/or on the platform bigsmartcities.com.

9.2. The Final Projects that enter the "Development phase" of the Competition will be announced at the end of the "Application" phase, within a maximum of 6 working days. The announcement will be published on the platform and those responsible for the Project will be contacted via email.

9.3. Winners will be announced at the closing of the BIG Ready event and later published on the Competition website.

## **10. REASONS FOR EXCLUSION FROM THE COMPETITION AND/OR NON-ATTRIBUTION OF REWARDS**

10.1. These reasons are considered worthy of exclusion from the Competition and/or the non-attribution of the Monetary Rewards, the following behaviors by the Candidates and other interested parties:

- a) Not fulfilling any obligation fixed in these Regulations and/or the Platform, including but not limited to attendance of events described in point 6.1., (ii), I. and/or not presenting Projects;
- b) Not fulfilling the requirements relative to the Project and data sets fixed in these Regulations, as well as the non-fulfillment by the Candidate of any aspect of the Regulations that is deemed essential;
- c) The breaking of any applicable legal provision or regulatory requirement;
- d) If it is likely that practices that restrict competition are taking place;
- e) If it is likely that an attempt to change the normal functioning of the Competition, including but not limited to fraudulent, automatic or illegal voting practices;
- f) Any behaviour by a Candidate that is, on account of its nature, deemed unfair towards the other Candidates including, but not limited to, the attempt to change the jury's decisions and/or votes;
- g) The non-compliance with any decisions by the jury and/or organisers of the Competition;
- h) If it is likely that obstacles, impediments and/or conflicts of interest exist on the part of the interested party or Candidate;

- i) A radical change, during the development or incubation phases, of the characteristics of the Project, as was presented in the presentation stage of the BIG smart cities 5G startup Competition;
- j) Closing any commercial deal, of sponsorship or for any another purpose, with any direct competitor of Vodafone Portugal, throughout the duration of the Competition, including the promotion phase of the Project in the Go-to-Market program;
- k) Any other circumstance or situation that the Organizers deem to be a reason to exclude and/or not award the monetary prize, such as failure to deliver or deliberate falsehood of informations present in the application.

10.2. Without prejudice towards the rights of the Organizers, if any of the situations described above happen to happen after the prizes have been awarded, the Candidate must return to the Organizers any and all monetary rewards received within 8 working days from the moment that they are notified of the fact.

## **11. CANCELLING THE COMPETITION**

- 11.1. The Organizers reserve the right to change or cancel this Competition at any moment, by means of sending a notification via email to the Candidates that have already registered and by means of putting up a notice on the platform bigsmartcities.com for all interested parties.
- 11.2. This Competition may also be cancelled in case of force majeure or if applications provided do not meet the minimum quality or creativity requirements or if there are signs of anti-competitive practices and/or not enough application have been presented to allow the Competition to take place.
- 11.3. Cancellation of the Competition in the terms described above does not grant any interested parties and/or Candidates right to any compensation.

## **12. . OTHER CONDITIONS**

- 12.1. Applications and documents submitted will not be returned to the Candidates or other interested parties
- 12.2. It is up to the interested parties and Candidates to support all researching, application-preparation and Project development costs as well as costs of production and all administrative and miscellaneous costs related to the preparation of the applications, participation in the events of the Competition and in regards to setting up corporate constitution
- 12.3. Any requests for clarification about this Competition should be made by email to the Organizers on the email provided on the bigsmartcities.com platform, and the answer will be sent through the same channel within 5 working days. All answers and requests for information will be made available to all Candidates signed up on the platform bigsmartcities.com.

## **13. . PERSONAL DATA AND ADVERTISING**

- 13.1. All Candidates applying to this Competition, by completing the registration on the platform and/or presenting their applications, grant the Organizers of the Competition identified in section 16 below, with no limitations and expecting no return, the unconditional and perpetual right to be included in a database pertaining to the Contest of the applications and their respective personal data including name, contacts and nationality..

- 13.2. Candidates cede to the Organizers the unconditional and perpetual right to publish and use the information relative to the content of every application, which the Candidates communicate publicly during their presentation at the BIG\_Final event and any other that might take place within the context of this Competition, as well as your personal information in as much as it might be necessary for the promotion of this Competition.
- 13.3. Candidates expressly authorize the Organizers of the Competition to film and publish samples of the Project and of selected applications at the BIG\_Final event and any other that might take place within the context of this Competition, using sound and images of the Candidates, and that sample might be used by any of the Organizers in internal and external pieces of communication.
- 13.4. Regardless of the platform containing security measures to safeguard the reception of data on the Internet, the organizers alert to the fact that data circulating the Internet is not entirely safe from occasional diversion and improper accesses, so that communicating pin codes, passwords, confidential codes and any sensitive information is entirely the Candidates' and participants' responsibility in this Competition.
- 13.5. Nova School of Business & Economics is responsible for the database.
- 13.6. The right to access and rectify the data by means of written request is always guaranteed to data subject, if sent to the entity responsible for the database.
- 13.7. Candidates should not commit themselves to any promotional or advertising activities, nor participate in any public announcement about this Competition and/or in any of the events related to it without being given written consent by the Organizers of the Competition in advance.

#### **14. LIABILITY EXCLUSION**

- 14.1. Each Candidate shall be responsible for protecting any intellectual or industrial property rights related to their Application and the documents that compose it, for example, by registering the brand, design, industrial models and others. As such, the Organizers shall not be liable for any costs related to loss, damage, accident, expenses or liabilities that the Candidate incurs, relative to failing to protect their intellectual or industrial property rights related to the applications and resulting in the participation of this Competition.

#### **15. APPLICABLE LAW AND COMPETENT COURT**

- 15.1. These Regulations are governed by the Portuguese law.
- 15.2. Any doubt concerning the interpretation of the present deal shall be resolved by the Jury itself, according to clauses 7.1. and 7.2. of these Regulations.
- 15.3. The Organizers reserve the right to, at any moment, change the these Regulations, and to notify Candidates of changes made by means of an email and/or on the platform bigsmartcities.com.
- 15.4. The invalidity, whether partial or total, of any clause in these Regulations does not affect the validity of the remaining clauses, or of the validity of the rest of the Regulations themselves, and the reduction or conversion of the Regulations should always be the first reaction to this event



## 16. COMPETITION ORGANIZERS

16.1. The following entities are considered Organizers of this Competition:

- a) VODAFONE PORTUGAL, COMUNICAÇÕES PESSOAIS S.A, referred to in these regulations as Vodafone or Vodafone Portugal, with Headquarters at Avenida D. João II – Lote 1.04.01, 8th floor, in Lisbon, with €91.068.253 in share capital, holder of the Fiscal Number as registered in the Commercial Registry of Lisbon 502544180;
- b) ERICSSON - TELECOMUNICAÇÕES LDA., referred to in these regulations as Ericsson, with Headquarters at Edifício Infante D. Henrique - Quinta da Fonte 2770-192 Paço de Arcos, Portugal, in Lisbon, with €1.147.235,17€, in share capital, holder of the Fiscal Number as registered in the Commercial Registry of Lisbon 500972052; and
- c) Economics Department of the Universidade Nova de Lisboa – Nova School of Business and Economics (Nova School of Business & Economics), referred to in these regulations as Nova School of Business & Economics.