

NATO HQ SACT Innovation Challenge

Terms of individual – non-commercial entity - participation

Version 7 Sep, 2021

Participation as an individual, to include each member of a participating team (understood as non-commercial groups of individuals), in the NATO HQ SACT Innovation Challenge 2021 (hereinafter IC-21/Fall), constitutes acceptance of the following terms:

1. You agree to apply these terms to your participation without further arrangements or agreement.

2. You also agree to abide by the IC-21/Fall agenda, Judging Criteria and FAQ available at <https://innovationhub-act.org/nato-innovation-challenge> (collectively, the "official Rules").

A Selection Committee composed of representatives from NATO HQ SACT and advisors from the IC-21/Fall Partners will select up to 10 solutions amongst the responses submitted by individuals or group of individuals or by industry and academia (participating under separate Terms of Participation). The results of the selection process will be posted on the Innovation Hub

webpage: <https://innovationhub-act.org/nato-innovation-challenge>

The selected solutions will be invited to participate in the IC-21/Fall online pitch on November 30, 2021. An Advisory Panel will be composed of representatives from NATO HQ SACT, the IC-21/Fall Partners, and other relevant experts invited by NATO HQ SACT. The Advisory Panel will assist in assessing which solution(s) respond best to the scenario. The final selection of the IC-21/Fall winner will be performed by a Board composed entirely by representatives of HQ SACT.

Participants must acknowledge that participation is only open to nationals of NATO's 30 Member States, and the NATO HQ SACT Jury Prize can only be awarded to a national of a NATO Member States.

3. You understand that the terms may be modified and updated by the IC-21/Fall organizers and that these updates will be applicable

to your participation. Revisions will appear on this page, and your continued participation in the IC-21/Fall constitutes acceptance of any changes or revisions to the terms.

4. You remain responsible for your Entry, which shall consist of one or more Prototypes or any other information, presentation, or materials you (or your team) submits in connection with the IC-21/Fall.

5. You are also responsible for any and all costs related to your participation, including travel, accommodation, and any related costs of insurance, emoluments as well as taxes, payments to the health, social security and workmen's compensation schemes that may become due as a result of participation in the IC-21/Fall. If you choose to be present at the IC-21/Fall in person, you are responsible for entering the host State in the adequate visa category and for remaining compliant with any related immigration procedures.

6. IC-21/Fall Description and registration: The IC-21/Fall is a competition among individuals or groups of individuals (teams). Individuals and teams may take part in the IC-21/Fall by registering below and complying with the IC-21/Fall registration requirements.

a. When you register as an individual or a team (not commercial business), your participation must be in your individual capacity, and not as an employee, representative or agent of another person or entity. You may **not** participate in the IC-21/Fall if contractual or other obligations would prevent you from:
Participating in the IC-20/Fall in your individual capacity,
Agreeing to the obligations, representations or warranties in these Terms and Conditions, or
Claiming Intellectual Property ownership in or to new materials or inventions you creating in connection with the IC-21/Fall.

b. If you participate in the IC-21/Fall as a member of a team, you understand and agree that, in order for a team to be eligible to participate, each of the members of the team must register

separately, and each of the team members must meet the eligibility criteria contained in terms of the IC-21/Fall. If one member of the team does not comply (including the Official Rules), the team as a whole may be disqualified from participation. Each team is solely responsible for its own cooperation and team work. The IC-21/Fall will not officiate any dispute between or among any team(s) or its/their members regarding their conduct, participation, cooperation, or contribution.

c. You agree that the IC-21/Fall, without any limitation or further compensation, may use your name, voice and/or likeness in any and all media for the purpose of advertising and promoting the IC-21/Fall, HQ SACT, and any associated programs. Further, you grant HQ SACT and the IC-21/Fall the right to take photographs and videos of you and your Entry in connection with the challenge and grant the right to the IC-21/Fall to use, and to publish the photographs and videos with or without your name and for any lawful purpose, including but not limited to, publicity, illustration, advertising, and internet and social media content. Additionally, you agree that the IC-21/Fall and thus HQ SACT may demonstrate the operation and functionality of your Entry (but may not modify or publicize your source code) in connection with advertising and promoting the IC-21/Fall and subsequent events organized by HQ SACT.

d. You represent and warrant that there are no contractual or other obligations (including obligations associated with your employment) that would:

prevent you from granting the right of use provided in these terms of participation and/or

prevent you from claiming Intellectual Property ownership rights in materials or inventions created by you and incorporated into your Entry.

e. Representation and Warranties: You represent and warrant that:

- (i) you are the original author of your contributions to your Entry;
- (ii) to your knowledge, the Entry will not infringe on any third party's copyright, patent, trademark, trade secret, right of publicity or property or any other right;
- (iii) your Entry is not the subject of any actual or threatened litigation or claim;
- (iv) your Entry will not be obscene, offensive, libelous, pornographic, threatening, abusive, or otherwise objectionable; and
- (v) your Entry will not contain any content that is illegal, would constitute or encourage a criminal offense, or would otherwise give rise to liability or violate any law.

f. To the extent that you have ownership rights, you agree to grant to the IC-21/Fall (and thus HQ SACT), a non-exclusive, use of the Participant Entry as necessary to conduct the IC-21/Fall and for internal evaluation purposes by HQ SACT:

- (i) in any Intellectual Property incorporated into your Entry;
- (ii) in Intellectual Property that is needed to operate or use your Entry;
- (iii) in Intellectual Property covering other materials or inventions that are incorporated into your Entry, and/or
- (iv) in Intellectual Property that is needed to operate or use your Entry.

g. Further, you acknowledge and agree that your Entry is submitted on a non-confidential basis, and that the IC-21/Fall (and thus HQ SACT) shall have no obligation to prevent the disclosure of or otherwise treat as confidential such Entry. Also, to the extent that your Entry includes publication of information or content on InnovationHub-act.org, you consent to terms governing utilization of any information or content published on InnovationHub-act.org.

h. Consistent with the terms above, you understand and acknowledge that all information provided in response (abstracts, supporting materials, and, if selected for Pitch Day, in the

presentations) must be releasable to the public. While the abstracts only will be provided in the public domain if selected for presentation at IC-21/Fall Pitch Day, both the Selection Committee and the Advisory Panel will be comprised of representatives from NATO HQ SACT as well as representatives from the IC-21/Fall Partners.

7. Additional Conditions of Participation: By registering and participating in the IC-21/Fall you acknowledge and agree that the IC-21/Fall may receive many Entries in connection with this and/or other participants, and that such entries may be similar or identical in theme, idea, format, or other respects to your Entry. You waive any and all past, present or future claims against HQ SACT and the IC-21/Fall relating to such similarities, or asserting that any compensation is due to you in connection with your Entry.

8. Limitation of Liability: In no event shall the HQ SACT or the IC-21/Fall be liable for incidental, exemplary or punitive damages arising out of or in connection with the IC-21/Fall, your participation, or the submitted entry. If you have a dispute with any participant in the IC-21/Fall or any other third party, you release HQ SACT and the IC-21/Fall from any and all claims, demands and damages, (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

9. Release and Indemnification: By entering the IC-21/Fall, you agree, on behalf of yourself and your heirs, executors and administrators, to release and hold harmless the IC-21/Fall (and thus HQ SACT) from any claim, liability, damage, litigation, illness, injury or death that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the IC-21/Fall. This includes any entry you submit.

10. Not an Offer or Contract Employment: IC-21/Fall is a contest. Under no circumstances shall your participation in the IC-21/Fall or any offer or subsequent funding for further development or

demonstrations or anything in these terms be construed as an offer or contract of employment, internship, externship, or fellowship with NATO, HQ SACT, or the Innovation Hub.

11. You acknowledge that you are participating in the IC-21/Fall voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency, partnership, joint venture or other relationship or implied-in-fact contract now exists between you and NATO, HQ SACT, or IC-21/Fall and that no such relationship is established by your registration or participation in the IC-21/Fall.

12. Completing the registration constitutes consent to these terms and the IC-21/Fall Official Rules. Any decisions concerning the Official Rules or any other matter relating to the IC-21/Fall by the IC-21/Fall Entities are final and binding on all Participants. You also consent to terms governing utilization of any information or content published on InnovationHub-act.org for any of your IC-21/Fall activities, including your Entry, that include publication of information or content on InnovationHub-act.org.

13. Monetary Awards

- HQ SACT presents three levels of monetary awards for the top three winners of the IC-21/Fall: a. first place: \$5,000 USD, b. second place: \$2,500 USD, c. third place: \$1,000 USD.
- The monetary award is presented to the (1st/2nd/3rd) place recipients in the HQ SACT Innovation Challenge 2021/Fall. The presentation of the award does not alter the relationship between HQ SACT and the recipients and is only presented to eligible participants, who have complied with the terms and conditions defined for the Challenge. The recipients are responsible for the proper recording and reporting of the monetary award to the recipients employer or academic institution (as applicable), as well as filing the amount awarded to the appropriate tax authorities and the payment of any associated taxes. If the monetary award is presented

to a team of participants the team is required to appoint one of the team members to receive the award on behalf of the team and be responsible for the subsequent internal distribution of the award amongst the team members.

- Monetary awards will be paid to the recipient with an Electronic Funds Transfer.

How to contact us:

If you want to contact the Innovation Challenge organizers, please use the following email: Contact@innovationhub-act.org or the mail address: NATO HQ SACT Innovation Hub, 4111 Monarch Way, Norfolk, VA 23508.

If you have questions regarding IC-21/Fall, please post your questions on the Innovation Challenge web forum at innovationhub-act.org/forums/innovation-challenge