



CAMPUS MONDIAL DE LA MER

**OCEAN HACKATHON® 2020
RULES**

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1. ORGANISATION

Ocean Hackathon® Ocean Hackathon will make assorted marine-related data available non-stop for the 2 successive days of the challenge period, so that Results can be produced for those challenges selected from the original call for challenges.

Ocean Hackathon® operates under the auspices of Campus mondial de la mer.

Ocean Hackathon® is coordinated by Technopôle Brest-Iroise ('the Organiser') in partnership with its ambassadors - Office Français de la Biodiversité, Cedre, Cluster Maritime Français, Ifremer and Shom.

The 5th Ocean Hackathon® will be held between Friday 9 and Sunday 11 October 2020, in different locations (towns or cities) simultaneously:

An Adviser organises the event at each site. The Adviser represents a legal entity which has been selected by the Organiser and is bound to the Organiser by a contract.

2. PARTICIPANTS

Participation in Ocean Hackathon® is open to everyone, whether they are entrepreneurs, students, researchers, public or private-sector bodies, end users or jobseekers.

The participants ('Participants') are private individuals or legal entities who must be aged 18 (eighteen) years and over, bear civil liability, have registered and been selected in advance via the website:

www.ocean-hackathon.fr.

When Participants register, they must declare that they are taking part either in a personal capacity or on behalf of a legal entity (such as a company, organisation or consortium).

Legal entities may only take part as challenge project Owners. No legal entity may register simply as a party to a project owned by someone else.

As soon as a Participant has registered on behalf of a legal entity, they undertake to take part as the Owner of a challenge.

Participants sincerely guarantee to the Organiser that:

- They are participating either in a strictly personal capacity, or on behalf of or to benefit a specific body (as the challenge Owner), both during the Ocean Hackathon® event and during any subsequent extension of their participation;
- They comply, at the time of registration and throughout the Ocean Hackathon® event, with the legal requirements for their situation, and with any permits and authorisations required - especially for the legal entity on whose behalf they are acting. Participants guarantee in particular that they are free of any intellectual property commitments with regard to the Results produced during the Ocean Hackathon® event.

The number of places is limited, in order to comply with the security requirements of each location hosting the event.

3. REGISTRATION

Participation in Ocean Hackathon® is via registration on the website. The Organiser will confirm receipt of this registration by email to the address stated by the Participant in their online form.

The Organiser and the Adviser for the Participant's requested location both reserve the right to refuse any registration request which is incomplete or does not meet their requirements. The Organiser and the Adviser for the Participant's requested location also reserve the right to reject any person as a Participant for reasons of security or compliance with the present Rules.

Registering means accepting the present Rules definitively.

Registrations are open from 7 September to 8 October 2020. No registrations will be accepted after the deadline has passed.

Participants may be asked for a financial contribution when they register, depending on each Adviser's organisational approach. If so, prospective participants will be informed of the registration fee for Ocean Hackathon® before they register via the website.

Registration for Ocean Hackathon® includes

- o An evening meal on Friday and Saturday,
- o Breakfast and lunch on Saturday and Sunday, and
- o Afternoon refreshments on Sunday.

Each Participant will register for a challenge in a particular location. The Adviser for the Participant's registered location reserves the right to direct the Participant towards a challenge other than the one they chose in advance, depending on their expertise and the skills sought for the challenge.

If a Participant does not wish to choose a challenge when they register, then they may offer their expertise to all teams. However, all Participants must be part of a single team by Friday 9 October at the latest.

Each challenge will have a single team allocated to it, ideally comprising between 3 and 8 Participants. We recommend forming multidisciplinary teams, for example including marine, digital, legal and economic expertise.

Each Participant must state which of the following applies to them:

- a. They are a legal entity (solely as a challenge Owner);
- b. They are a private individual acting on their own account.

A Participant who has confirmed their registration and then wishes to withdraw from Ocean Hackathon® for whatever reason must inform the Adviser for their registered location before Friday 9 October 2020. If payment has been taken for registration, then the Participant's registration fees will be reimbursed. After the above date, the Organiser and the Adviser for the Participant's registered location reserve the right to retain the sum paid for registration.

4. PARTICIPATION

Each Participant must attend with their own equipment and software, for which they are solely responsible. The Adviser is responsible for ensuring that a wireless internet connection is available throughout the Ocean Hackathon® period.

Wherever possible, the software used should be open source, ideally with a free licence (GNU gpl, Creative Commons, etc.). Participants may use proprietary software, but should note that they must ensure they have all the necessary intellectual property guarantees so that the Results can be used freely.

The meals described in Section 3 of the present Rules will be provided and paid for by each host location. A rest area will be provided for Participants. They must provide their own bedding if desired.

The Organiser and Advisers will not provide any services other than those described above. Hence each Participant is solely responsible for their own costs, in particular the cost of travel to the Ocean Hackathon® site in each location and the cost of accommodation and food (except as described in the present Rules).

The cost of one or more members of the winning team from each location travelling to the final pitch competition in Brest will be borne by the Adviser for that location. The Organiser will bear the cost of their accommodation and food for this final in Brest.

A team comprises the challenge Owner (as identified during the call for challenges) and their fellow team members: they are all deemed to be Participants.

The challenge Owner must be present on the Friday when their challenge is presented and on the Sunday when the projects are handed in and must be available on-site for sufficient time during the weekend to guide their fellow team members. The Owner is responsible for coordinating and organising the team's activities (Participants' respective tasks, objectives).

Each Participant undertakes to present the project to the coaches and jury in a fully transparent manner.

5. COMPLYING WITH INTELLECTUAL PROPERTY RIGHTS

'Intellectual property rights' cover any invention, copyright or other rights relating to a brand or model, or more broadly any element likely to be protected by laws or international conventions on intellectual property.

5.1. DATA AND TOOLS

All Participants will have a catalogue of metadata available, provided by the Organiser's data-supplier Partners, with access to data. Other data submitted by Adviser's Partners for each location may also be used, provided that they comply with any applicable intellectual property legislation.

The databases and/or tools made available are protected by intellectual property legislation.

Participants are only granted user rights for these in accordance with the user licences described in the metadata and governing their use. Thus access to the data does not mean acquiring property rights over them.

Participants' authorisation to use the data and tools as provided by the Organiser or in a derived format, is limited to the Ocean Hackathon® period. Any use of the data outside the framework of the Ocean Hackathon® requires prior written agreement in advance between the Participant and the rights holder.

However, the data may be used by the Participant in the context of developing the projects designed during the event, excluding any commercial exploitation, in accordance with the licence conditions for the data or tools.

Any third party material, including freeware, runtimes, programs, algorithms and other elements ensuring interoperability within the tools/systems submitted for the jury to assess must be clearly identified, with their version number, applicable license terms and any other relevant information about their use.

5.2. RESULTS

The Results will be subject to specific rights regimes, depending whether the challenge Owner is a legal entity or a private individual.

Where a legal entity owns a challenge, as described in Section 3, notwithstanding the inclusion of any free or third party licenses, the Results are deemed to be a collective work within the meaning of Article L 113-2, Paragraph 3 of the French Intellectual Property Code, and to have been edited, published and disclosed under the authority of the above legal entity.

That legal entity will hold the property rights for the Results, and therefore also for their exploitation.

Nevertheless, the Results may be exploited by members of teams completing the relevant challenge, under the terms of an agreement which will be concluded between these members and the legal entity who owns the challenge.

Such an agreement must be expressly concluded and effectively applied for challenge to be valid under the terms of Ocean Hackathon®.

Where a private individual owns a challenge, as described in Section 3, each Participant who is a member of that team will hold the rights to exploit the Results, without the other members being required to agree.

The Organiser, Adviser and Partners will not acquire any property rights over the Results which the Participants have created. In particular, this includes their written and illustrative contributions, their videos, documents, development work, personal data and more generally any information published by them across all media during their participation in the Ocean Hackathon®.

The Organiser recommends that Participants and challenge project Owners take all possible measures within each team to protect the Results and the data on which they are working during their participation in Ocean Hackathon®, especially measures relating to security and confidentiality. A standard agreement will be given to the Participants in each team.

The Organiser undertakes to acknowledge and cite the Participants as the original contributors.

5.3. ORIGINALITY AND EXCLUSIVITY

Participants confirm that they hold all intellectual property rights over the Results which they develop during the Ocean Hackathon® and which will be presented to the jury.

In particular, Participants undertake to produce, during the Ocean Hackathon®, original and personal creations which are not subject to any third-party franchising, distribution or publication of any type, under any conditions or in any format.

Participants guarantee that the Results have not won awards or been sold elsewhere and that these will be original works, of which they are the authors, and which do not infringe any intellectual property or other rights.

They declare and guarantee that they hold all the necessary rights to comply with the present Rules. Any Participant infringing this guarantee will be automatically disqualified.

Participants and Advisers undertake not to hold the Organiser or Partner liable in any cases where a complaint is legally or amicably pursued by a third party and/or Partner.

Where the Organiser is made aware of any Results failing to comply with the provisions of the Rules or being illegal in any way under French law, they will disqualify these.

6. THE OCEAN HACKATHON® PROCEDURE

See the Ocean Hackathon® website: www.ocean-hackathon.fr.

7. CHOOSING THE WINNERS

At the end of the Ocean Hackathon®, the teams' projects will be presented to a local jury in each host location, then to a jury made up of Ocean Hackathon® Ambassadors at the finals, which are planned for late 2020 in Brest (date to be confirmed).

They will be assessed on the basis of:

- Having developed a demonstrator or proof of concept,

- Use of digital data,
- A report on the use of the proposed solution (or, for projects intended for commercial use, an outline business model), and
- The innovative nature of the project.

Each team will have a few minutes to present its contribution at a session open to the public and the local jury in the afternoon of 11 October; the winning teams will also pitch to the jury at the finals. Participants in teams will receive their prizes at the end of the local and national competitions respectively.

The local jury will also take the time to discuss the projects with the teams and thus provide feedback on the quality of each project. The jury may suggest areas for further development.

8. THE PRIZES

The teams selected by each location's local jury will receive a prize.

One or more additional prizes will be awarded at the finals in Brest. The prizes will be awarded on the basis of the team's pitch.

9. LIABILITY

Each Participant must take all appropriate measures to ensure their own data and/or the software stored on their IT equipment is protected against cyberattacks.

Anyone connecting to www.ocean-hackathon.fr and/or taking part in Ocean Hackathon® does so at their own risk.

The Organiser and/or the Advisers reserve the right to exclude from participation in Ocean Hackathon® any person either disrupting the event or damaging either the equipment made available to them or the Ocean Hackathon® premises.

If an Adviser and/or the Organiser considers that any Ocean Hackathon® Participant has disrupted Ocean Hackathon® in any of the above ways, that Participant will lose all rights to receive any material support whatsoever, and as a result of this no appeal will be admitted.

The Organiser and/or Advisers are not liable for any items which are lost or stolen.

10. PERSONAL DATA AND IMAGE RIGHTS

The Organiser and Advisers will need to collect and process personal data to ensure that Ocean Hackathon® proceeds smoothly.

In particular Participants are informed that, in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679; GDPR) and French Act No. 78-87 of 6 January 1978 as amended, the information submitted in the context of the present documentation is required in order to account for their participation, and the recipients are the Organiser and Advisers in their roles as data controllers.

By registering, Participants are deemed to have accepted the Organiser and Advisers' conditions for the collection and processing of personal data.

Any processing of personal data in the context of an event organised on a site outside the European Union, and in a country with a level of protection not considered to be adequate, must be carried out strictly within the same framework as applies at sites within the European Union.

In such cases, the Adviser is responsible for ensuring compliance with the personal data protection legislation which applies within the European Union; this is part of their legal responsibility to the Organiser (standard contract clauses).

When Participants supply information, they do so knowingly, especially where they record it themselves. At the time when they are asked to supply information, Participants are told whether it is compulsory or optional to supply it.

The purposes of these processing operations are: to collect information on the Participants, to manage their allocation to teams, and to communicate with and between Participants.

The legal bases for data processing are: the registration contract between the Participant on the one hand and the Organiser and the Adviser for the Participant's registered location on the other; the Participant's consent in relation to data which they may choose whether to reveal or to have processed; and a legitimate interest in using the data for communication purposes.

Data relating to Participants will be retained for as long as necessary to perform the operations for which they were collected, and in accordance with the legislation in force, i.e. for as long as necessary to comply with the prescribed retention period, unless Participants explicitly and justifiably request that the data be deleted.

The intended recipients for the data are the Organiser, the Advisers and their employees, and the providers of technical services for each location, acting on their own behalf in the context of service provision (accommodation, maintenance, monitoring and moderating).

Unless the persons concerned expressly object at a later date, the Organiser and Advisers will be authorised to distribute the names of the winners, the name of the Results, if applicable, as well as their purpose and description, via any medium for information purposes.

Unless there is express opposition to it, the Organiser and Advisers reserve the right to use the information which Participants have supplied: to improve the way Ocean Hackathon® is organised; to convey information (only where Participants have given their express permission when invited to do so); and for research and marketing purposes.

Participants are informed that they have the right to access, request and rectify their personal data. This authorises them, as the case may be, to ask [the Organiser as data controller] to rectify, complete, update, block or delete personal data relating to them that are inaccurate, incomplete, equivocal, expired, or whose collection, usage, disclosure or retention is prohibited.

Participants also have the right to erasure, to object to and restrict, for legitimate reasons, the processing of their personal data.

All these rights may be exercised by Participants by emailing the Organiser at the following address: contact@campus-mer.fr, accompanied by a proof of identity containing a signature, to prevent identity fraud.

The Organiser will then do everything they can to update, rectify or delete the Participant's personal data as soon as possible, and inform the Advisers of this.

If there is a dispute, the Participant has the right to appeal to the French Data Protection Authority, the Commission Nationale Informatique et Libertés (CNIL).

Participants are informed that, after their death, their heirs may dispute the continued processing of their data or ask that these be updated.

11. PERMISSION TO REPRODUCE IMAGES

By participating in Ocean Hackathon® and accepting the present Rules, Participants authorise the Organiser and Advisers to distribute and reproduce images of them and, if applicable, recordings of their voice, captured during their participation in Ocean Hackathon®, for internal and/or external communications, with the exception of any purely commercial advertising.

In accordance with the provisions on image rights, Participants authorise the Organiser and Advisers to reproduce and convey images of them, and/or recordings of their voice, to the public. This permission is granted worldwide free of charge for a period of two (2) years from acceptance of the present Rules. The beneficiary of this permission expressly states that they will not exploit it in any way which could be illegal or damaging.

If Participants do not want their image or voice to be captured during Ocean Hackathon®, they must, from the moment they are first present on the Ocean Hackathon® location, notify the Organiser and the Adviser for their registered site of this fact.

12. CHANGES TO OCEAN HACKATHON®

DATES

The Organiser and Advisers cannot be held responsible if, due to force majeure or factors beyond their control, Ocean Hackathon® is changed, cut short or cancelled. The Organiser and Advisers reserve the right, in all cases, to extend the participation period and postpone any of the stated dates.

If Ocean Hackathon® is cancelled or postponed, Participants will have their registration fees reimbursed.

13. FURTHER CONDITIONS

Participants acknowledge having been informed that they will be held solely responsible for any inaccuracies in information which they submit using the registration form, or for non-compliance with the obligations in the present Rules.

14. VENUE AND JURISDICTION

Ocean Hackathon® is subject to French law.

Where a dispute arises, especially one concerning the interpretation and implementation of the present Rules, any legal proceedings shall be referred to the competent court in Brest.