



elewit

Una empresa de Redeia

# Participation Terms

## Data Challenge 2024

April 2024

## 1 Object

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The purpose of these participation terms (the “**Terms**”) is to regulate the terms and conditions of the “Data Challenge 2024” contest (the “**Challenge**” or “**Data Challenge 2024**”) for benchmark potential providers for Red Eléctrica de España, S.A.U. (“**Red Eléctrica**”) related to the renewable energy forecast, promoted by Red Eléctrica y de Elewit, S.A.U. (“**Elewit**”), with Tax Identification Number A-88409990, having its registered address at Paseo Conde de los Gaitanes 177, Alcobendas, 28109, Madrid, Spain, both companies belonging to **Redeia**.

The Challenge arises to ensure that Red Eléctrica is identifying renewable energy forecast service providers that guarantee favorable proposals for Red Eléctrica. All the foregoing is with a technological base that may benefit the tasks mentioned, with Elewit being the promotor of the initiative, together with Red Eléctrica.

In this way, Elewit will grant the participants access to a dataset (“**Training Dataset**”) that will include a wind, photovoltaic and solar thermal energy production time series, geographical area and installed power.

The Training Dataset will include the following time series variables from the period 01/09/2021 - 31/08/2023:

- Timestamp (datetime)
- Measured energy production (float, MWh)
- Installed power (float, MWh)
- Hours of storage (float, only for solar thermal)

The Training Dataset will also include information regarding the geographical area related to the renewable energy generation time series in a geojson format (ETRS89 / UTM zone 30N). The study areas for this Challenge will be the following:

- Wind – Castilla y León region
- Photovoltaic – Extremadura region
- Solar thermal – Generation plants cluster from south Spain

The Training Dataset should be leveraged by the participants to train their renewable energy forecast models. The participants must then prepare the forecast for the period 01/09/2023 - 31/12/2023 to be evaluated by Elewit (the “**Proposal**”).

## 2 Period of validity

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The duration of this Challenge will have two key periods:

- Registration period: from April 29<sup>th</sup> to May 16<sup>th</sup>, 2024, both inclusive, where the participants will send their company information and must accept these Terms via the following [form](#). They must also register on Red Eléctrica’s providers system ([PRORED](#)) and qualify in the service “0169 EXTERNAL FORECASTS” (“0169 PREDICCIONES EXTERNAS” in Spanish).
- Proposal elaboration period: from May 17<sup>th</sup> to June 17<sup>th</sup>, 2024, both inclusive, participants who have accepted these terms and who have registered and qualified on PRORED will be granted access to the Training Dataset to work on their Proposal. Participants must submit their Proposal to the mailbox [data.challenge@elewit.ventures](mailto:data.challenge@elewit.ventures) by the end of the period to participate and enter the evaluation process of Elewit.

## 3 Geographical Scope

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No specific geographical scope is established, so any national or international persons or entities that meet the other requirements contained in these Terms may register for the Challenge.

## 4 Right of participation

Any legal persons (in representation of which any natural persons of over 18 years of age with sufficient powers who meet the requisites provided in these Terms) who register and apply to participate in conformity with these Terms, assuming the obligations and the content of the same via registration in due time and form (the “**Participants**”) may participate in the Challenge.

The Training Dataset will be shared in text files (CSV). These files will be shared through BigTransfer via e-mail to the e-mail address indicated by the Participants during their registration.

In any case, the Participant may, in no case, send or disseminate any information or content that may be able to reduce, disorganize, decompile, substantially alter, or impede the normal use of the Training Dataset.

The Participant is under the obligation not to use the data for any purposes other than the Challenge, not to make any copies of the same, and to eliminate them from their files and destroy them once the Challenge has concluded, and Elewit may ask participants for evidence to demonstrate this.

Additionally, and in a supplementary manner, the Participant may include data originating from any other sources, in which case it guarantees to Elewit that it will extract these from any public sources that make them available to the public in a legitimate manner, complying in any case with any regulations that may be applicable.

Participation in this Challenge is limited, so each Participant may only apply for it once, with this being equivalent to one single application per Participant company.

- a) Should the Participant not meet any one of requisites mentioned in these Terms, its participation will not be considered, with it not being able to opt for any prizes whatsoever, with it being excluded from the Challenge.
- b) In the same manner, the following persons are excluded from participation in the Challenge:
  - i. Entities or employees belonging to Redeia.
  - ii. Members of the jury that will evaluate the applications of the Participants (hereinafter, the “**Jury**”), which will be composed by the following:
    - Business experts from the Red Eléctrica.
    - Technology and Innovation experts from Elewit.
    - In addition, Elewit may designate any other members of the Jury of recognized prestige, at their own criterion.
  - iii. Any other persons who have a first-or-second-degree family relationship of affinity or consanguinity with any one of the subjects listed in the preceding points.

## 5 Participation proceedings and evaluation criteria

Once the proposal submission period defined in Term 2 has elapsed, the Jury will select the winning Proposals, before July 18<sup>th</sup>, 2024, from among those Participants who have met each and every one of the requisites set down in these Terms, in conformity with the following evaluation criteria (the “**Criteria**”):

1. Average Mean Absolute Error (MAE) weighted by Power for the 48 forecast horizons.

For the correct evaluation of these criteria, the Proposal must include the following deliverables:

- A CSV file for each technology -wind, photovoltaic and solar thermal- with the forecast results of the period indicated in section 1 for horizons 1 to 48 following the next format (49 columns):

Timestamp (dd/mm/yyyy hh24);forecast\_horizon\_1;...;forecast\_horizon\_48;

Being:

Timestamp: local time (CET/CEST) for wind. UTC time for photovoltaic and solar thermal

Forecast\_horizon\_x: forecast made x hours before

The Participant should provide the CSV for every technology which want to be evaluated.

An example of these CSV files will be shared along with the Training Dataset.

A presentation with an introduction of the Participant and its services can be also attached to the Proposal it being no longer than 10 slides. This document is optional, and it won't affect the Criteria in any case.

## 6 Prize value and characteristics

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This Challenge will have a maximum of three selected winning Proposals (the best for each energy technology), with these being the ones that best meet the Criteria from among the Participants' applications (the **“Winning Proposals”**), with there being no minimum number for them and therefore being possible for the Challenge to be declared null and void at the discretion of the Jury and of Elewit. However, Elewit might (at its discretion) select more than one Proposal for each technology if such Proposals properly meet the Criteria and their results do not materially defer from the relevant Winning Proposal (such additional Proposals, together with the Winning Proposals, shall be referred to as the **“Selected Proposals”**).

The prize for the Selected Proposals from among the Participants is the official invitation by Red Eléctrica to participate in the online validation period that will be held from September to December 2024 (whose specific dates will be determined by Red Eléctrica) in which will also participate the current suppliers. The results of this online validation will be required and considered in the following renewable energy forecast tender for Red Eléctrica.

Elewit is expressly allowed (but not obliged) to officially publish the Winning Proposals and/or the Selected Proposals for the Data Challenge in its website and main social media channels, and could carry other events, webinars or media actions in order to give external visibility of the companies and their capacities to other relevant players of the ecosystem and potential customers, as TSOs, DSOs and other relevant energy forum members. This communication action will be complemented with social media posts (such as Twitter and LinkedIn) through Elewit profiles and other kind of content generation highlighting the companies and their technologies related to the challenge.

## 7 Announcement of Selected Proposals of the Challenge

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On July 18<sup>th</sup>, 2024 Elewit will inform the Participants selected, by phone and/or e-mail (at Elewit's discretion) that their Proposals have been qualified as Selected Proposals. The result of the Challenge and the Selected Proposals will also be communicated to the rest of the participants.

The Participants qualified as Selected Proposals will receive the documentation and information necessary to access the aforementioned online validation period by email.

## 8 Confidentiality

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The Participants shall keep absolute confidentiality and shall not use, outside the scope of the Challenge, for its own benefit or that of third parties, any kind of information, whether oral or in writing, in any support, referring to Elewit or Red Eléctrica or to third parties, as well as any knowledge, result or industrial or intellectual property right of which it becomes aware as a result of the performance of the Challenge (including documentation submitted to the Participants before the execution of this document), including, but not limited to, all information, idea, concept, report, drawing, diagram, record, specification, rule, manual, model, process, know-how, data, business plans, projections, technique and/or documentation of knowledge which the Participants have obtained or have had access to or have received as a result of the performance subject to the purpose of the Challenge. Moreover, they shall keep absolute confidentiality regarding the existence of the Challenge, any subsequent addenda or amendments thereto, as well as any contractual documentation and any documents related and/or created as a result of said Challenge (hereinafter, all the above, the **“Confidential Information”**), unless Elewit and/or Red Eléctrica (as applicable) has previously authorised so in writing.

Notwithstanding the above, the Participants may disclose said information without the prior authorisation from Elewit and/or Red Eléctrica (as applicable) under the following situations: (a) to employees, executives or members of the Board and companies within the same business group that take active and direct part in the performance of the Challenge or that have justified need to know such information (“**Related Parties**”), who shall in turn undertake and maintain the agreed confidentiality. In such case, the Participants shall personally be liable for any unallowed disclosure by said Related Parties; (b) in the event that, by virtue of a legal, court, administrative or similar order, or within a tax, court, administrative or similar procedure, the Participants or the Related Parties are required to disclose all or part of the Confidential Information. This circumstance must be immediately reported -and before any disclosure- to Elewit, so it may adopt the adequate measures to disclose only that Confidential Information that may be legally required in accordance with the applicable legislation in each case; (c) in the event such information is of public access or publicly known before it was disclosed to the Participant; (d) in the event it becomes information of public access, without breach of this clause, by the Participant or the Related Parties; (e) when such information was made available to the Participant or the Related Parties, on a non-confidential basis through a source other than Elewit and/or Red Eléctrica (as applicable), when such source is authorised, at the criteria of Elewit and/or Red Eléctrica (as applicable), for such disclosure; or (f) when the Participants or the Related Parties already had that information before being reported, provided such information does not come from a source that is banned from disclosing such information to the Participant.

The Participants undertake to safeguard the supports containing Confidential Information with the greatest diligence, as well as any other sensitive material, and to have for such purpose safe and adequate storage means for the Confidential Information obtained.

In any event, Elewit and the relevant Participant shall agree on the content, means of communication and the date of publication of any press release, notice or communication of any type regarding the existence of the Challenge, or the content of same.

At the end of the term of this document for any reason whatsoever, the Participants shall not withhold the Confidential Information and shall return or destroy, at Elewit’s choice, all the oral or written Confidential Information in any support as well as any copies thereof it may have. The Participants must also certify in writing to Elewit that this Confidential Information has been returned or destroyed.

The duty of confidentiality shall be kept for at least five (5) years since the termination of this document unless the applicable law states a longer or undefined period.

## 9 Personal Data Processing

In compliance with that provided in valid regulations on personal data protection; Spanish Organic Act 3/2018 of December 5, on the Protection of Personal Data and guarantee of digital rights, and the Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data, Elewit, as data controller, informs the representatives of the Participants whose personal data are provided for the execution of these Terms of the following:

- i. That their personal data provided during the execution of these Terms, as well as any that are collected during the period of validity of the contest, will be processed with the purpose of maintaining and managing the precontractual and contractual relationship.
- ii. *That the personal data will be processed based on the consent for this data processing given by Participants and based on the execution of these Terms, and they will be stored if the contractual relationship is maintained.*
- iii. *That, once the contractual relationship has terminated, their personal data will be stored during the period necessary to comply with any legal obligations or for the formulation, bringing of and defense against any claims.*
- iv. *That their data may be communicated to any third parties that Elewit is legally or contractually bound to communicate them to, which, among others, include: (i) Courts, to comply with legal requisites and for the administration of justice, and (ii) any other third parties whenever this may*



*be necessary for the conclusion, execution and control of these Terms or whenever this may be so required in law.*

As the data controller, Elewit guarantees the exercising, at any moment, of the rights of access, rectification, erasure, and portability of the data provided, as well as restriction and objection to processing (or any others recognized in law) by means of a written notification addressed to the attention of the data controller, via the contact details indicated here below:

- *ELEWIT, S.A. Unipersonal, by e-mail, to [digame@redeia.com](mailto:digame@redeia.com) or by standard post, addressed to Paseo Conde de los Gaitanes nº 177, La Moraleja, 28109 Alcobendas, Madrid.*

In addition, Elewit informs the Participants that they may contact the Data Protection Officer of Redeia, as the figure entrusted with providing an effective response to the exercising of their rights, via the e-mail address [dpd@redeia.com](mailto:dpd@redeia.com).

In the same manner, the parties intervening are informed that they may present a claim to the corresponding supervisory authority in Spain, the Spanish Data Protection Agency (“Agencia Española de Protección de Datos”).

## 10 Intellectual/Industrial Property and Accountability

Elewit and each Participant is and will be the exclusive proprietor of knowledge, information, materials of whatever form or nature, and of the Industrial and Intellectual Property Rights held by them in accordance with the terms set out in the following subsections (hereinafter, the “**Knowledge**”): (i) Knowledge prior to the signature of this Agreement or over which any third party has granted a licence to each of the parties, and that would be necessary for the fullest and most appropriate execution of the Challenge; and (ii) Knowledge generated or acquired by them at any time, independently of execution of these Terms or the fulfilment of obligations hereunder.

This notwithstanding, in connection with the ownership enjoyed by each of the parties and on an exclusive basis regarding such Knowledge, the parties undertake to grant the corresponding authorisations or licences which are necessary to carry out and execute the Challenge and these Terms. The licences are granted by the licensor without explicit or implicit warranties of any kind, including, by way of example but without being confined thereto, warranties of commercial viability, patentability and/or fitness for a particular purpose.

The parties acknowledge and agree that said authorisation or licence does not include any right or prerogative to revise, decompile, reverse engineer, decrypt, extract, segregate or copy the Industrial and Intellectual Property Rights provided by the proprietor thereof, nor are they authorised to sell, license, dispose of, assign, transfer, disclose or in any way provide such Industrial and Intellectual Property Rights, in whole or in part, to any third party without the explicit consent of the proprietor thereof.

Authorship of any results or foreground IP developed as a consequence of execution of the Challenge will be determined in accordance with the legislation in force. Without prejudice to the foregoing, the parties agree that any such results based on or using Elewit’s or Red Eléctrica’s (as applicable) Knowledge and any Industrial and Intellectual Property Rights related shall correspond and be fully owned by Elewit and/or Red Eléctrica (as applicable).

“**Industrial and Intellectual Property Rights**” means (i) registered patents, designs and trademarks, utility models, know-how, as described below, intellectual property rights and rights in databases; (ii) any other industrial or intellectual property right or similar or equivalent rights anywhere that these might exist worldwide at present or be recognised in the future; (iii) applications for registration, extensions and renewals with regard to any of the aforementioned rights; and (iv) the expression of any original creation or work, in any tangible or intangible form, including, without being confined to, computer programs of any kind, source code, object code, technical documentation, user manuals, training manuals, technical specifications of documents, conversational corpora, reports, data formats, drawings, graphics, plans, logos, prototypes and the results of transformation, modification, updating, adaptation, new versions or changes to such works or creations.

## 11 Modifications and liabilities

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Should it not be possible for the Challenge to be performed correctly due to any acts of fraud detected in the same, technical errors, or any others which, in the opinion of Elewit, are not under its control and which affect its normal performance, Elewit reserves the right to cancel, modify or suspend the Challenge at any moment.

Elewit reserves the right to modify the conditions and dates of the Challenge, suitably informing the Participants.

Elewit shall not be liable for any delays or any other circumstances attributable to third parties that affect participation or performance of the Challenge.

Elewit reserves the right to automatically remove any Participant who, in its opinion, defrauds, alters, or renders impossible the correct execution and normal and regulatory performance of the Challenge, whoever carries out any inappropriate practices to improve their profitability, such as insider trading, undue manipulations, etc., whoever unduly affects third-party rights or whoever uses any type of practices that may be considered contrary to the aim of the Challenge.

Elewit excludes any responsibility or liability due to damages of any nature that may be due to any temporary lack of availability or of continuity of the operation of the system of participation in the Challenge.

In no case shall Elewit be responsible or liable for any losses or damages of any kind that arise due to accessing and using the Training Dataset, which includes, but is not limited to, any produced in the computer systems or any caused by the introduction of any virus and/or computing attacks. Elewit shall also not be responsible or liable for any damages suffered by the Participant due to any inappropriate use of the Training Dataset, and, in no manner, for any outages, interruptions, absence or defects in telecommunications.

Elewit assumes no responsibility or liability for any delays in mails or in telecommunications networks related to records or the sending of data, among others.

Elewit shall not be responsible or liable should the data of the winning Participants be erroneous or should it not be possible to contact them due to any causes beyond the control of Elewit.

In addition, in no case shall Elewit be responsible or liable for any use by any Participants of the data included in their Proposals, or, in general, for the content of the same.

The Participants shall be liable and shall indemnify Red Eléctrica for any damages that any breach of these Terms may cause the latter and they are obligated to hold Red Eléctrica harmless from any claims by third parties, with them being responsible for and assuming in full the payment of any costs or pecuniary charges that may be derived in favor of third parties as a consequence of any actions, claims or conflicts derived from the breach of any obligations established in these Terms.

## 12 Acceptance of the terms and conditions

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Participation in this Challenge supposes acceptance in full of the terms and conditions established in these Terms and express submission to any interpretative decisions made in relation to the same by Elewit.

## 13 Contents

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Each Participant authorizes Elewit to use its name and image in the advertising material related to the Challenge, including on the Internet, without receiving any compensation whatsoever.

## 14 Applicable law and jurisdiction

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These Terms will be governed and interpreted in conformity with common Spanish law, with the regulations in the area of conflict of laws not being applicable.

The parties, expressly waiving their own jurisdiction should they have one, expressly submit to the Courts and Tribunals of the city of Madrid for the resolution of any litigation, discrepancy, questions, or claims resulting from the interpretation, fulfilment, execution, or resolution of these Terms or directly or indirectly related thereto.



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