



hispasat

Una empresa de Redeia

# HISPASAT Challenge 2022

## **Addendum B – Legal Basis**

June 2022

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## 1 Purpose

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The Hispasat Challenge 2022 (hereinafter, the “Challenge”), which was launched by Hispasat S.A. (hereinafter, “Hispasat”) through the technological platform of Red Eléctrica y de Telecomunicaciones, Innovación y Tecnología S.A.U. (Elewit), is the subject of these terms and conditions of participation (hereinafter, the “Legal Bases”).

The goal of this Challenge is to encourage the discovery and creation of a fresh approach to the construction of a system to facilitate the pointing of a VSAT satellite antenna. Therefore, an open call for innovative solutions to the Challenge is made through the use of these Legal Bases.

## 2 Participants

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According to the guidelines established by Hispasat, participants must offer creative and feasible solutions to the Challenge that was issued. The proposal must demonstrate quality, viability, and the ability to resolve and/or progress with regard to the Challenge that was launched.

Different participant kinds are permitted, including both humans and legal entities.

The challenge project is free to join and optional. All details are available at: <https://www.elewit.ventures/es/vc-startups/retos>

Participants must fill out the relevant forms on the following website: <https://forms.gle/CucsbatW5MDu2GnX6> with their personal information and shall be controlled in accordance with the rules of these Legal Bases.

Participants understand and agree that they alone are responsible for any communications or publications they make regarding their proposal and do so at their own risk.

## 3 Legal Bases Approval

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Participation in the Challenge entails the understanding of an agreement to the terms and conditions outlined in these Legal Bases by the Participants and their legal representatives without any reservations or exceptions of any type, with Hispasat having exclusive discretion to interpret these Legal Bases.

For any violation of the rules outlined in the Legal Bases, the participant's right to continue participating in the Challenge will be revoked.

These terms and conditions are intended to lay out the requirements and the process for accepting the Challenge, but they do not bind Hispasat or any other Redeia Group firm to any obligation or contractual relationship.

In the event that no proposal satisfies the minimal quality and practicality standards, the organization has the right to end the Challenge.

## 4 Challenge Proposal Process

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The Challenge's open call is expressed as follows:

Stage 1: URL creation of the Challenge <https://www.elewit.ventures/es/vc-startups/retos>. Hispasat defines the Challenge, which is then made available on the Elewit platform for participants to provide solutions.

Stage 2: The Challenge's closing date will be announced at the same URL <https://www.elewit.ventures/es/vc-startups/retos>, and it will be published until that time for participants to submit their proposals. Providing a solution to the Challenge entails completing and submitting the necessary paperwork (technical, financial, and inventive) to evaluate its viability, as well as the participant's unconditional acceptance of these Legal Bases.

Stage 3: Within the period specified, Hispasat will assess the different proposals made by the participants and choose the three (3) solutions it deems most suitable to address the Challenge as finalists. Hispasat may contact the Challenge participants at this stage to get any further information needed.

Stage 4: The potential of arranging a session for the finalists to present their proposals to Hispasat specialists for fifteen (15) minutes will be taken into consideration after the three finalist ideas for the Challenge have been chosen. The successful participant will receive the reward from Hispasat, who will also be notified of the Challenge's winning idea. The award comprises paying up to FIVE THOUSAND EUROS (EUR 5,000) of the costs associated with implementing an innovative pilot designed to advance the winner's proposal.

Stage 5: If the session outlined in Stage 4 occurs, participants will only be able to meet at the networking scheduled in advance by Hispasat by participating in the Challenge. Any sort of agreement freely reached between Hispasat and any of the finalists and/or participants may be formalized once the networking sessions are completed.

## 5 Evaluation criteria

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Hispasat and Redeia Group business units taking part in the Challenge will work together to evaluate the proposals. The evaluation of the proposals submitted by the participants will be done using Challenge-related criteria, including but not limited to their simplicity and usability, compatibility, scalability, nature or degree of innovation, technical and financial sustainability, etc.

## 6 Award: Pilot Program

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Clause 4 (Stage 4) of the current Legal Bases states that Hispasat would cover up to a maximum of FIVE THOUSAND EUROS (EUR 5,000) of the winning participant's costs for implementing an innovative pilot program to develop the winning proposal. The winning contestant will need to present the invoices attesting to the costs incurred so that Hispasat can pay them.

## 7 Confidentiality

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The Challenge participants agree to keep all information and/or documentation of Hispasat or Redeia Group, and related to the Challenge, to which they had access during the execution of it, in the strictest confidence and not to disclose such information or documentation to third parties, including the existence of these Legal Bases (hereinafter, the "Confidential Information").

As a result, the participants agree not to disclose any confidential information, to communicate it to third parties in any way, under any circumstances, and to use it in any way, unless related to and in accordance with the terms and conditions of these legal bases; or if:

Hispasat expressly authorizes it in writing;

The confidential information is in the public domain unless it is the result of a participant's violation of these legal bases and/or a participant's violation of a confidentiality obligation, or an improper act or omission by a participant, their employee, agent, subcontractor, executive, director, or shareholder.

The Confidential Information is communicated to the participant's employees' officers, managers, agents, and consultants, to the extent necessary for proper participation in the Challenge. The corresponding participant will be held accountable for any violations committed by them.

If any judicial or administrative authority needs the Confidential Information to fulfil its legal obligations, in which case Hispasat will be notified right away. The participants who have received the order or who are legally required to disclose the Confidential Information in this situation must notify Hispasat right away so that it can take the necessary precautions. In any case, the participant who has received the order or who is legally required to disclose the Confidential Information must not disclose any Confidential Information other than what is strictly required in the judicial or administrative order.

To prevent the disclosure of the Confidential Information, the participants agree to take whatever precautions they feel necessary to protect the privacy of the Confidential Information, as long as these precautions are at least as stringent as those used by the participants to protect their own Confidential Information.

The responsibility to keep confidential information secret, as well as the obligations and duties related to confidentiality outlined in these legal bases, shall remain in effect for two (2) years following the final disclosure of any confidential information.

## 8 Processing of Personal Data

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Hispasat, as the sole data controller, notifies the representatives of the Participants whose personal data is provided for the execution of these Legal Bases that it will be processed for the following purposes in accordance with current legislation on personal data protection, Organic Law 3/2018, and Regulation (EU) 2016/679:

To ensure that this contest continues to evolve in accordance with these legal bases and the connection that results from your participation.

To contact you and let you know about any changes to the contest that could have an impact on the proposal that was submitted.

To send you informational emails on Hispasat activities or projects whenever you give us permission to do so.

To publish in our media the winning proposal. Although the use of any personally identifiable information in connection with the proposal will always be avoided, it could occasionally be essential to disclose some minimal information about the winning idea just for transparency.

A series of sessions will be used to choose the winner, all of which will need to be recorded. In accordance with the aforementioned data protection laws and Organic Law 1/1982 on the civil protection of the right to honour, personal and family privacy, and self-image, enacted on May 5, 1982, we hereby inform you that this recording is necessary to ensure an open and fair application process and selection procedure. The representative of the submitted proposal must connect their camera at the start of the session so that HISPASAT and the other award contenders may verify their identification. The person concerned may keep the camera off if this is approved. Your voice and image will be the only data handled during these sessions. We want to let you know that these images won't be seen by anybody else.

Your personal information will be retained after the contractual relationship has ended for as long as it takes to meet any legal duties or to create, present, and defend against a claim. Such information won't be utilized for anything other than the aforementioned uses.

We want you to be aware that your information may be disclosed to anyone to whom Hispasat is legally or contractually obligated to disclose it, including: (i) Courts and Tribunals, in order to comply with legal requirements and for the administration of justice; and (ii) any other third party, whenever this may be necessary for the conclusion, execution, and control of these Terms and Conditions or whenever it may be required by law.

As the data controller, Hispasat guarantees the exercise of the following rights at any time: access, rectification, suppression, and portability of the provided data; limitation of the processing; and opposition to the processing (or any other rights recognized by law). To exercise these rights, write to the data controller at the following address:

HISPASAT, S.A., by email at [protecciondedatos@hispat.es](mailto:protecciondedatos@hispat.es), or by regular mail at the address listed here: Anabel Segura, 11, 28108 Alcobendas (Madrid), España. Additionally, HISPASAT advises the participants that they may contact Hispasat's Data Protection Officer, who is responsible for effectively responding to their rights exercise requests, at FORLOP, Aqua Multiespacio, Calle Menorca, planta 17, 19, 46023 Valencia. The participants are also advised that they can complain to the Spanish Data Protection Agency, which is the relevant supervisory authority in Spain.

## 9 Intellectual and Industrial Property & Accountability

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The participants in this Challenge promise that none of the materials on which there are intellectual and/or industrial property rights of their own or those of third parties will be incorporated into the proposals.

The participants, in any case, guarantee that the proposals and their information are provided to this Challenge voluntarily, do not violate the rights of any third parties, do not incite violence or racism, and do not violate any fundamental rights or any public liberties recognized by the applicable regulations. Furthermore, they do not reflect or suggest any invasion of a person's or family's personal or family privacy, a breach of a third party's right to honour or the confidentiality of communications, and that they are not against the law. They also guarantee that they have all the necessary authorizations to participate in this Challenge.

Without limiting what is stated in the preceding section, the participant must offer its proposal to Hispasat on a preferential basis if they wish to commercialize it. In this case, the participant and Hispasat will negotiate the terms and conditions to carry out the commercialization or the transfer of all the operational rights associated with the proposal to Hispasat, whichever comes first.

The participants are required to defend and hold Hispasat harmless from any claims made by third parties as a result of any actions, claims, or conflicts resulting from the breach of any obligations outlined in the current Legal Bases. They also agree to pay any costs or monetary charges that may be incurred in favour of third parties as a result of such actions, claims, or conflicts.

## 10 Liability Modifications and Disclaimer

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Hispasat reserves the right to cancel, modify, or suspend the Challenge at any time in the event that it cannot be completed properly due to any fraud acts discovered during the Challenge, technical issues, or any other factors that, in Hispasat's opinion, are outside of its control and impair its normal performance. Hispasat retains the right to alter the terms and deadlines of the Challenge after giving participants appropriate notice. Hispasat disclaims any liability for any interruptions or other events due to third parties that could affect participants from taking part in or finishing the Challenge. Hispasat reserves the right to automatically disqualify any participant who, in its opinion, cheats, changes, or obstructs the Challenge's proper execution and normal development, as well as anyone who engages in questionable business practices to increase their profits, such as operations involving confidential information, undue manipulations, etc., anyone who adversely affects the rights of third parties, or anyone who otherwise behaves in a manner that might be construed as being against the Challenge. Redeia Group and Hispasat disclaim any liability for any consequences of any kind that may result from a momentary interruption in the availability or smooth operation of the Challenge participation system.

Under no circumstances will Hispasat or Redeia Group be liable for any loss or damage of any kind resulting from the use of the Training Data Set and/or the Validation Data Set, including, but not limited to, damage to computer systems, damage brought on by the introduction of viruses, and/or damage brought on by computer attacks. Additionally, Hispasat and Redeia Group will not be held liable for any losses incurred by the participant as a result of any incorrect use of the Training Data Set and/or the Validation Data Set and in no way for any telecommunications interruption, absence, or fault. In relation to registrations, data submissions, and other issues, Hispasat and Redeia Group disclaim any duty or obligation for any email or telecommunications network delays. If the winning participants' information is inaccurate or if it is impossible to reach them for reasons beyond Hispasat's control, Hispasat and Redeia Group shall not be held liable. Furthermore, neither Hispasat nor Redeia Group will ever be held liable for how any of the participants use the data they supplied in their proposals or for the general information contained within.

## 11 Content

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Each participant grants Hispasat, Elewit, and Redeia Group permission to use their name and likeness in Challenge-related publicity, including on the Internet, without payment.

## 12 Applicable Law and Jurisdiction

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These Legal Bases shall not be subject to the rules governing conflicts of laws and shall be regulated by and construed in accordance with Spanish common law.

The parties expressly submit to the Courts and Tribunals of the city of Madrid for the resolution of any litigation, controversy, questions, or claims arising from the interpretation, compliance, execution, or resolution of these Legal Bases or that are directly or indirectly related to them, while expressly waiving any claims to personal jurisdiction.

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