

Innovation Challenge TRONDHEIM 2019

Powered by Sportradar

TERMS & CONDITIONS

Entered by and between the Parties:

Sportradar AG

Feldlistrasse 2
9000 St. Gallen
Switzerland
("Sportradar")

and the

Entrant

INNOVATION CHALLENGE

Article 1

About the Innovation Challenge

Sportradar runs a student competition titled the Innovation Challenge powered by Sportradar (hereinafter: “The Challenge”), organised in cooperation with the line association for the students of Computer Technology and Communication Technology at NTNU, Abakus (hereinafter: “University”). When used together, Sportradar and the University shall, hereinafter, be referred to as the “Organising Parties”. The Challenge takes place at the Sportradar’s premises in Trondheim, Norway (hereinafter: “Challenge Location”) on 30th of September (hereinafter: “Challenge Period”).

The Challenge aims to engage the next generation of entrepreneurs and young professionals in sports data. The Challenge aims to develop new Intellectual Property at the cross-section between sports and entertainment, finding new ways to deliver sports data to fans, and for fans to engage and interact with sports data by bringing sports data to multiple connected devices and platforms.

Article 2

Definitions

“Applicant” means a Student/Recent Graduate applying to The Challenge.

“Application Phase” means the time in which an application to enter The Challenge can be submitted.

“Entrant” means an Applicant that applied and was chosen to participate in The Challenge.

"Intellectual Property Rights" shall mean copyrights, patents, utility models, trademarks, service marks, design rights (whether registered or unregistered), database rights and all other similar proprietary rights and applications for such rights as may exist anywhere in the world; and any applications, extensions and renewals in relation to any of these rights.

“Inventions” shall mean any and all inventions, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications which the Entrant(s) may make, devise or discover during The Challenge and which pertain or are actually, or potentially, useful to the commercial or industrial activities of Sportradar.

“Judges” means a group of experts from Sportradar, who decide, at their sole discretion, the Winners of The Challenge.

“Mentor” means a person who supports, coaches and guides Entrants and Teams during The Challenge.

“Pitch” means a short presentation (a line of talk) that Entrants and Teams prepare for the Judges.

“Recent Graduate” means anyone who has graduated in Computer Technology and Communication Technology at NTNU (Bachelor or Master) within two (2) years before The Challenge takes place.

“Solution” is an idea proposed and developed by the Team, and with which the Team competes in The Challenge, which fits the areas and requirements set in Article 3 of these Terms & Conditions, and that strives to meet the Solution Expectations set out in the Article 6 of these Terms & Conditions.

“Sportradar Data” means all data (e.g., API, SDK) that Sportradar will make available to the Entrants for the duration of The Challenge.

“Student” means any student from Computer Technology and Communication Technology at NTNU, under- or post-graduate, aged 18 or over, with a valid Student Identity Card, participating in The Challenge.

“Team” means two (2) to four (4) eligible Students/Recent Graduates competing in The Challenge.

“The Challenge” means the Innovation Challenge powered by Sportradar.

“Winner” or “Winning Team” means the Teams proposing the best Solutions as selected by The Judges.

Article 3

Aims, Relevant Areas, Development Platforms and Sportradar's Data

Applicants of The Challenge should create innovative and novel concepts / ideas / software applications / solutions (hereinafter: "Solution") using professional sports data (e.g., Sportradar Data):

*Envision the future. How can professional sports data be used in new innovative ways?
Change the way the world experiences sports.*

Solution presented should be applicable to support one of the following platforms:

1. Smart TV, Set Top Box, Apple TV or similar;
2. Mobile / Tablet / Smart Watch;
3. Web; or
4. Virtual Reality / Augmented Reality / Internet of Things Devices.

Solution should be developed using Sportradar Data; access to which will be given to all Entrants for the duration of The Challenge. Full documentation about Sportradar Data will be available on The Challenge's website as of the start of the Application Phase.

The Solution can be an innovative and original hardware solution (a new or improved technology), in which case it must be related to Sportradar's area of business (i.e., professional sports data).

Article 4

The Challenge Stages

The Challenge will be split into two (2) phases:

1. Application Phase – During the Application Phase, The Challenge will be promoted, giving information to eligible Applicants and Teams about expectations.
2. The Challenge Phase – During the Challenge Phase, Entrants will form Teams of two (2) to four (4) eligible Students/Recent Graduates and work on a Solution. Moreover, Teams can form, discuss and polish their ideas and concepts with the support of Mentors. The Challenge Phase ends with a Selection Pitch, wherein Teams will present their ideas to Judges who will select up to three (3) Winning Teams.

Article 5

The Winners and the Rewards

The Winners of The Challenge will be selected after the Pitch at the Challenge Phase. There are up to three (3) Winning Teams. First place will be presented with a reward of 1.200 € (in words: one thousand two hundred Euro), before taxes. Second place will be presented with a reward of 750 € (in words: seven hundred and fifty Euro), before taxes. Third place will be presented with a reward of 500 € (in words: five hundred Euro), before taxes.

The reward will be split amongst Team Members in equal amounts.

Each Winner agrees to be available to actively participate in promotional or public relation events carried out by Sportradar, for up to twelve (12) months after the conclusion of The Challenge. Each Applicant and Entrant agrees that Sportradar may publicly use, free of charge, participants' name, surname, photo(s) and/or any contributions linked to The Challenge.

There will be no appeals process for decisions made by The Judges.

If a Winner is unable to accept the Reward, the Winner cannot transfer their reward.

A Winning Team is solely responsible for all applicable taxes related to accepting a reward.

Article 6

Pitch Expectations

At the Pitch, a Team has two (2) minutes to present their idea to The Judges. The Pitch should include the following:

- Presentation of the concept and the idea for the Solution (including how the Team is/will be using Sportradar's sports data); preliminary mock designs are optional, but will be considered a plus
- Definition of milestones and timeline for realizing the idea.
- Presentation of:
 - Team members and their skillsets
 - Rough costs needed to realize the idea
 - Potential revenue
 - Possible Business Case and its Limitations.

The Pitch may be followed by questions from The Judges.

Article 7

Eligibility

The Challenge is open to the following Applicants:

- Students from Computer Technology and Communication Technology at NTNU, and
- Recent Graduates from Computer Technology and Communication Technology at NTNU.

You are not eligible to enter if you are an employee of Sportradar or any of its fully own subsidiaries around the world.

Article 8

Entry Procedures

Applicants may enter The Challenge by registering for the event through the Abakus website. All entry material must be submitted in English.

Article 9

Mentorship

All Teams are expected to work on their proposed Solutions independently but will have the opportunity to share their thoughts, proposals, ideas and problems with Mentors provided by the Organising Parties.

Mentors and Coaches are chosen for their professional skills and achievements in the field of business & entrepreneurship, data & technology, and sales and product development. They will dedicate their time and effort to guide the Teams in their effort to deliver a viable Solution, challenge their ideas and provide beneficial input in order for the Teams to be prepared for the Pitch and achieve the best possible result.

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Article 10

Intellectual Property Rights

Each Team will retain all rights in and to its Intellectual Property generated in connection with The Challenge. However, Teams and/or Members shall agree to allow Sportradar to have the right to negotiate the acquisition of any and all Intellectual Property with every after The Challenge.

In the event Sportradar decides to negotiate with any Team and/or Member regarding the acquisition of Intellectual Property Rights after The Challenge, this Agreement implies the exclusive hand over to Sportradar of the complete Intellectual Property Rights for any and all materials and Inventions or other intellectual property created during or after The Challenge for the proposed solution.

Handing over Intellectual Property Rights in the above-mentioned case includes exclusively handing over any and all material created during or after The Challenge for the proposed Solution (source code, documentation, prototypes, designs, reports, patents, etc.) with no restrictions and limitations when it comes to territory, time, reproduction or saving in electronic or any other form. The Team agrees to renounce the assertion of any moral rights that they might have in the material and inventions or other intellectual property created during or after The Challenge, in connection to the Team's proposed Solution, if such assertion of moral rights would impede the assertion of the Intellectual Property Rights, which are handed over to Sportradar.

All Teams agree that at the start of the Challenge Phase, Sportradar will have a six (6) month exclusive right to initiate any negotiation relating to acquiring Intellectual Property rights of a proposed Solution. In these six (6) months, the Team(s) will not start any Intellectual Property Rights acquisition negotiations with a third-party.

Where any Member of the Team resigns from the Team before the end of The Challenge, each Member of the Team agrees, in such case, to transfer all the rights generated by the Member producing and/or delivering the materials protected by any Intellectual Property Rights and/or other proprietary rights and included in the Solution, in their entirety or in part, to the rest of the Team.

Article 11

Access to and Usage of Sportradar Data

Sportradar will provide Teams access to the following Sportradar Data for the duration of The Challenge (as per proposed Solution):

- Sportradar Mobile SDK (Supporting Live Statistics for 20+ sports and the fastest push notifications in the market)
- Sportradar Data API (NFL Classic, NHL Classic, NBA, WNBA, MLB, NCAA Men's Basketball, NCAA Women's Basketball, NCAA Football, Golf, Tennis, Soccer Europe Extended, Soccer Other Extended, Soccer Americas, Soccer International, Soccer Asia, Rugby, NCAA Men's Hockey)
- Sportradar Statistics XML feed
- Unified Feed SDK with access to all odds for all events that Sportradar supports (more than 300.000 events per year) in a consistent and fast manner through its brand Betradar. Unified Feed SDK is available for .NET and Java.

Sportradar Data API data will be delivered via one custom API key with a call limit of 300.000 calls per rolling 30 days.

Sportradar does not grant any Student, Team and/or any other person the right to resell, sub-license, distribute or otherwise provide Sportradar Data to any third-party unless expressly agreed to by Sportradar in writing. Sportradar Data shall only be used by the Team(s) for the scope of Teams' chosen projects / proposed Solutions and only during the course of The Challenge; unless otherwise agreed to in writing by Sportradar.

Article 12

Use of Applicants' Information

In relation to The Challenge and for internal purposes only, the Students consent to Sportradar processing (and storing) personal data (i.e. personal identifiable data regarding individuals) concerning the Students (the "Personal Data") in the country of The Challenge Location, and in other countries. For purposes of clarity, the Personal Data will be processed for the following purposes only:

- a) execution, fulfilment, handling and administration of The Challenge; and/or
- b) promotional activities of The Challenge.

Each Applicant consents to Sportradar, and any of its fully owned subsidiaries, to use their image and likeness and/or any interview statements in publications, advertising or other

media activities. This consent further includes, but is not limited to:

- a) permission to interview, film, record, photograph, tape or otherwise make a video reproduction during or after The Challenge in relation to The Challenge; and/or
- b) permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s) or tape(s), in part or in whole, in its publications, in newspapers, magazines, on television, radio and electronic media, during or after The Challenge in relation to The Challenge.

Article 13 Miscellaneous

Participation in The Challenge is free of charge for the Entrants.

Sportradar is not liable for any damage and/or loss suffered by the Entrants for taking part, or not being able to take part, in The Challenge.

In the event of unforeseen circumstances, Sportradar may reasonably alter, amend or cancel the competition without prior notice and liability.

Any act intentionally directed to influence the judging process shall result in immediate disqualification of that Entrant and their Team (if applicable) from The Challenge.

The Members of the Teams warrant and shall be responsible that they have all necessary ownership and copyrights and other proprietary and intellectual property rights to fulfil the duties and obligations under this Terms & Conditions and/or that the Member of the Teams has acquired all the necessary copyrights, permits, and consents from third parties to fulfil the duties and obligations under this Terms & Conditions.

These terms are governed by Swiss law, and therefore, the Parties submit to the jurisdiction of the Swiss courts.

If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be reasonably replaced by a term that most closely reflects the intended purpose of the agreement. The same applies in case of any gap and, as regards the interpretation hereof.

Article 14
Signature

The Entrant hereto agree to these Terms & Conditions on the date noted above their signature.

_____, the

Name:

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