

THE NORDIC BUILT CITIES CHALLENGE AWARDS: TERMS AND CONDITIONS

The prize competition, the Nordic Built Cities Challenge Awards (the "NBCCA") is run by Norden Nordic Innovation ("Nordic Innovation"). Finalists from the six different local competitions of Nordic Built Cities Challenge are able to register for the NBCCA.

Please read these Terms and Conditions and any other guidance, presentation, prize rules, timeline and eligibility and the assessment criteria for the NBCCA (the "Nordic Built Cities Challenge Award Criteria") carefully before registering or submitting an entry to the NBCCA.

By registering or submitting an entry, you accept these Terms and Conditions and agree to comply with them.

References to "we", "us" and "our" in these Terms and Conditions are references to Nordic Innovation and, where appropriate, our partners.

1. GENERAL TERMS AND CONDITIONS FOR PARTICIPATION

- 1.1 The Nordic Built Cities Challenge Award Criteria and the timeline as well as information about the Nordic Built Cities Challenge is available at <http://www.nordicbuiltcities.org/thechallenge>.
- 1.2 You can register for the NBCCA from 23 May until 30 June 2016. Submissions to the NBCCA and all information relating to your registration must be in English and must comply with all applicable provisions of the Prize Rules.
- 1.3 Entry to the competition is open for finalist teams of the six different local competitions of the Nordic Built Cities Challenge. To be eligible for the prize from Nordic Innovation the team must consist of partners from at least two Nordic countries (Denmark, Finland, Iceland, Norway and Sweden) or autonomous areas (the Faroe Islands, Greenland and the Åland Islands) with a reasonable balance between the different nations. The Team Leader shall be Nordic. Nordic companies must have a business ID from a Nordic country and individuals must have a Nordic personal identification number ("personal number").
- 1.4 Additional project participants may be resident outside the Nordic region, given that the requirements for Nordic participation are fulfilled. It is the team composition submitting the final solution to the local competition that is eligible, and it is the final solution submitted to the local competition that is judged by the Nordic Jury.
- 1.5 When you register an entry on behalf of an organisation or a Team, you will be treated as the Team Leader and you undertake to be solely liable on behalf of the team for the obligations under these Terms and Conditions.
- 1.6 The Team Leader shall have authority to bind the Team and shall enter into contracts (regarding financial support etc.) with Nordic Innovation on behalf of the Team. All communication from Nordic Innovation regarding the entry will be made to the Team Leader.

- 1.7 Employees of Nordic Innovation or other individuals formally involved in supporting or organising the NBCCA or the Nordic Built Cities Challenge including any of its six different local competitions, members of the NBCCA Nordic Jury, and their immediate families, are not eligible to participate in the NBCCA.
- 1.8 You may participate in more than one entry.
- 1.9 We will use the contact details provided to contact the Team Leader (as applicable) about the NBCCA. All communication between us about the NBCCA shall be in English. If you don't respond to any communication within 14 days, we may at our sole discretion, treat you (and your Team, if applicable) as having withdrawn from the NBCCA.
- 1.10 We reserve the right at our sole discretion to refuse or disqualify any applicant or Team which in our reasonable opinion does not comply with these Terms and Conditions, the Nordic Built Cities Challenge Award Criteria and the timeline as well as other information available on the webpage www.nordicbuiltcities.org/thechallenge, or applicable law or if the entry deviates from the original entry. Please notify us in writing if you decide to withdraw from the NBCCA for any reason. Similarly, if a Team is dissolved, Nordic Innovation reserves the right to disqualify the Team and to refuse individual Team Members from participating further in the NBCCA.
- 1.11 In respect of third parties, you will be responsible for all your costs of entering and participating in the NBCCA. Nordic Innovation offers travel reimbursement for the travelling to Nordic Events. Financial support from Nordic Innovation will be subject to Terms and Conditions and the Team Leader must enter into a contract with Nordic Innovation prior to receiving any payments. You recognise that there is no guarantee that you, or any participant, will win the prize or receive a team award and that participation is entirely at your own risk.
- 1.12 We reserve the right to vary the form or substance of the NBCCA (including without limitation The Nordic Built Cities Challenge Award Criteria and the timeline as well as other information available on the web page (www.nordicbuiltcities.org/challenge, these Terms and Conditions and any deadlines) as we deem appropriate in the circumstances, taking into account the aims of the NBCCA. We shall use reasonable endeavours to notify all registered participants of any changes. If you are not happy with the changes, you should withdraw from the NBCCA; your continued participation will indicate your agreement to any changes.
- 1.13 We also reserve the right at our sole discretion to suspend or terminate the NBCCA if:
 - a. Funding for the NBCCA is reduced materially or withdrawn by sponsors;
 - b. We determine in our reasonable opinion that the NBCCA will no longer achieve its aims or is no longer relevant or useful; or
 - c. there are changes or developments outside our control that affect the NBCCA (including without limitation changes to the law or organisation).

- 1.14 No compensation will be paid to participants if the NBCCA is changed, suspended or terminated by us in accordance with Clauses 1.12, 1.13 of these Terms and Conditions.

2. INTERIM FINANCIAL SUPPORT

- 2.1 You may receive financial support from us compensating travelling to reduce the threshold to participate in Nordic Events during the Challenge period. For more information please go to <http://www.nordicinnovation.org> or directly to the webpage for the specific Nordic Event during the Nordic Built Cities Challenge: i.a. <http://www.nordicbuiltcities.org/nordic-match-making-event>. Additional conditions, including an obligation to participate in the NBCC, may apply to such support and will be specified on the launch of each financial support that we, at our sole discretion, choose to grant to participants of the NBCCA.

3. AWARD OF PRIZE

- 3.1 Late entries will not be accepted and Nordic Innovation is not responsible for entries which are lost, damaged or late due to computer, network or telecommunications failure due to third party telephone or data networks. The finalists from the six different local competitions of the Nordic Built Cities Challenge must submit their final solutions when registering for the NBCCA to Nordic Innovation, as well as other information regarding the solution and the team as required by Nordic Innovation. Nordic Innovation will assess the eligibility of the entries.
- 3.2 The eligibility and assessment of any prize will be advised by the NBCCA Nordic jury (the "Jury") appointed by Nordic Innovation following the criteria of the NBCCA.
- 3.3 The winners of the NBCCA prize will be invited to present their solutions and their teams at the Nordic Built Cities Arena in the autumn of 2016 where the winners of 1st, 2nd and 3rd prizes will be announced. See www.nordicbuiltcities.org/thechallenge for the timeline or the NBCCA and further details of the criteria. Receivers of team awards may also be invited to present themselves.
- 3.4 We reserve the right to ask for additional evidence to support submissions and claims and to reject claims on the grounds set out in the Prize Rules. We will determine at our sole discretion the form and extent of assessment and testing for each entry, which may differ for individual entries.
- 3.5 Any decision by Nordic Innovation or the Jury regarding eligibility, assessment, prizes or team awards will be final and binding. Correspondence will not be entered into. The Jury or Nordic Innovation may at its sole discretion decide not to award the prizes at all where in its reasonable opinion no entry satisfies the aims, criteria and requirements of the NBCCA.

- 3.6 The total prize sum is 1.200.000 NOK in addition to the team awards. The winner that represents the entry that exhibit excellence in all three criteria categories, will receive a prize of 500 000 NOK. The Nordic Jury will also award a second prize of 400 000 NOK and a third prize of 300 000 NOK. In additions to the main prize there are team awards for teams that display Nordic cross-border cooperation and for teams where a student, and/or a start-up company and/or a social entrepreneur has contributed to the final submitted team solution.
- 3.7 The payment of the final prize must be authorised by Nordic Innovation. The awards will be paid in NOK within 90 days of announcement of the winners to a bank account in the name of the winner. Where the winner is a Team, the prize will be paid to the person responsible for submitting the entry pursuant to Clause 1.5 (Team Leader). The Team Leader is responsible for the fair distribution of the prize between the Team Members. We reserve the right to withhold payment in the case of a complaint or challenge to the Jury until such complaint or challenge is resolved. Winners will be responsible for payment of all taxes, bank transfer and other levies, costs and charges associated with payment to them of any prize and shall provide promptly any information requested by us in connection with reporting or assessment required by tax or other authorities in connection with the prize.

4. YOUR COMMITMENTS TO US

- 4.1 To participate in the NBCCA, you must, and the Team Leader of a Team must ensure that each Team Member shall:
- a. Satisfy the eligibility criteria throughout the NBCCA;
 - b. ensure that all information submitted as part of the NBCCA is true, accurate and complete to the best of your knowledge;
 - c. provide promptly any additional information we reasonably request and participate in assessment, testing, challenges and presentations which are part of the Challenge;
 - d. obtain all authorisations, consents, licences and permissions necessary to: (i) submit and develop your solution as part of the NBCCA; (ii) grant the rights granted to us under these Terms and Conditions (including without limitation those granted in paragraph 5.2 below); and (iii) if you win the prize, to develop and market your winning solution as proposed in your winning entry;
 - e. use best endeavours not to infringe any intellectual property right, obligation of confidentiality or other third party rights or any contractual obligation in connection with participation in the NBCCA;
 - f. not attempt to undermine the NBCCA, cheat, or behave in any way which is in our reasonable opinion unfair, disruptive, inappropriate or potentially dangerous, or which damages the reputation of Nordic Innovation or partners in the Challenge;
 - g. comply with the rules of the NBCCA;
 - h. act lawfully, ethically and in good faith, and comply with all applicable laws, regulations, guidelines and codes of practice;

- i. comply with our reasonable instructions while participating in the Challenge.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Except as set out in 6 below, as between you and us, you will retain all intellectual property rights in the results and materials (including but not limited to any data, know-how and information), generated by you while participating in the NBCCA (the "NBCCA IPR") and no rights in NBCCA IPR shall be transferred to us or our partners. You shall have sole responsibility at, your own cost, for filing, prosecuting, maintaining, defending and enforcing any NBCCA IPR.

6. INFORMATION AND PUBLICITY

- 6.1 We will use information which you provide, including the personal details of you, and your Team Members if applicable, to administer the NBCCA. We may share those details with anyone helping us to administer the NBCCA.
- 6.2 You must identify and notify to us in writing any confidential or sensitive information submitted during the course of the NBCCA. We may share that information with our staff, partners, judges and anyone helping us to administer the NBCCA, to the extent necessary to enable them to perform their duties in relation to the NBCCA and subject to obligations of confidentiality, but shall otherwise use our best endeavours not to disclose that information to any third party and to adopt appropriate technical measures to prevent unauthorised access to that information.
- 6.3 We may together with communication partners, carry out publicity and promotion for the NBCCA and publish our research and evaluation in relation to the NBCCA. You (and your Team, where applicable) agree to participate as required in events, blogs, filming and other publicity for the NBCCA; and hereby consent to the use of:
 - a. your names;
 - b. a summary of your entry (which shall contain no confidential information); and
 - c. photographs, film and/or sound recordings of your participation in the NBCCA, in any such promotional material and/or publications in any media and online. All film, photos, sound recordings and other materials created by us shall belong to us and may be used, published and distributed by us without further permission from you or your Team.
- 6.4 Any public statements made by a participant in the NBCCA about the NBCCA, either during the NBCCA or within twelve (12) months following the award of the prize, must acknowledge the support of Nordic Innovation. You must seek our prior approval for any significant publicity or promotional activity connected to the NBCCA. Subject to this clause 6.4, you and your team (where applicable) shall not use the name, logo, trademarks or any other intellectual property of Nordic Innovation or its partners without prior written consent.

7. NOTICES

- 7.1 Any notice or other communication sent to Nordic Innovation in connection with these Terms and Conditions shall be in writing and sent to: Stensberggata 25, NO-0170 Oslo, and marked: "The Nordic Built Cities Challenge Awards".

8. EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 To the extent permitted by applicable law, Nordic Innovation excludes all liability for any direct, indirect, incidental or consequential loss or damage, including without limitation, any costs, claims, taxes, charges or expenses, arising from your participation in the NBCCA, including without limitation where these arise as a result of:
- a. Nordic Innovation exercising its rights to vary, suspend or terminate the NBCCA;
 - b. your reliance on statements or advice given by us, our partners or contractors before, during or after the NBCCA;
 - c. any breach of confidentiality, except where this is caused by our negligence or default.
- 8.2 Without prejudice to clause 8.1, Nordic Innovation's maximum aggregate liability to you or your Team (as applicable) in connection with the NBCCA (if any) shall be limited to NOK 10 000.
- 8.3 Any physical materials or prototypes submitted to Nordic Innovation as part of your entry to the NBCCA will be at your own risk. While we will use reasonable endeavours to keep safely, maintain and return any such materials or items, we cannot guarantee this.
- 8.4 Nordic Innovation is not responsible to any you or your team in the NBCCA for the actions or statements of any other participant and is under no obligation to arbitrate disputes between participants, including in relation to confidentiality and ownership of intellectual property. Participants who are unable to resolve disputes between themselves may at Nordic Innovation's sole discretion be removed from the NBCCA.
- 8.5 You shall indemnify and keep indemnified Nordic Innovation against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred by us or our partners arising out of or in connection with any third party claim made against Nordic Innovation or any of its partners as a result of:
- a. any breach by you or any of your Team Members (if applicable) of paragraphs 3.5 and 4 of these Terms and Conditions; or
 - b. any actual or alleged infringement of a third party's intellectual property rights arising out of in connection with your conduct, performance or output (including your entry or proposed solution(s) to the challenge) during or after the NBCCA; and
 - c. any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your conduct, performance or output in connection with the NBCCA.

9. NO PARTNERSHIP OR AGENCY

- 9.1 Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you (or your Team, if applicable) and Nordic Innovation, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10. GOVERNING LAW AND JURISDICTION

- 10.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Norway and you hereby submit to the exclusive jurisdiction of the Norwegian courts. Without prejudice to the foregoing, where Nordic Innovation makes a complaints or independent review process available for disputes arising from the NBCCA, you agree to pursue any claims or demands which you have against Nordic Innovation first through such process and to abide by the rules of such process.